



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday

December 7, 2021

7:00 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: November 16, 2021

Special City Commission Meeting Minutes

Attachment: November 9, 2021

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Police Pension Board Meeting Minutes

Attachment: June 25, 2021, September 22, 2021

Non-Uniformed Pension Board Meeting Minutes

Attachment: May 3, 2021

Hillsboro Inlet District Meeting Minutes

Attachment: October 18, 2021

APPROVAL OF THE AGENDA

December 7, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/82934084845?pwd=ck1CcUg0ajFld29zT240eEtsWmNEZz09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (301) 715-8592

Meeting ID: 829 3408 4845#

Participant ID: #

Passcode: 467582#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face-covering recommendations:

Attachment: Zoom Instructions

AWARDS & RECOGNITION

1. Certificate of Appreciation presented to Mr. Wayne Barton for donating lunch at the Deerfield Beach Buck Pride Community Day Clean-up Event.

Sponsor: Vice Mayor Ben Preston

2. Certificate of Recognition presented to Michael Gilbert for 15 years of service to the City of Deerfield Beach and its residents.

Sponsor: Department of Environmental Services

QUASI-JUDICIAL PUBLIC HEARINGS

3. P.H. 2022-020: Application No. 90-I-51 Rev.10 (GEN 3, LLC) Gen 3, LLC, represented by Jaime Mayo of HNM Architecture

Applicant: Gen 3, LLC, represented by Jaime Mayo of HNM Architecture

Proposal: Major site plan modification seeking approval to demolish an existing industrial building and construct a new 29,480 square foot warehouse and storage facility.

Location: The property is generally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, more particularly described in the file, and is located at **1371 SW 30th Avenue.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Gen 3, LLC

PUBLIC HEARINGS

4. P.N. 2022-013: Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2020/2021 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: 2020/2021 CAPER

5. P.H. 2022-017 Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2021-2022; authorizing submission of the

Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: AHAC Incentive Report

PUBLIC HEARINGS – SECOND READING

6. P.H. 2022-021: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Capital Improvements Element

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - BOARD APPOINTMENT

- 7. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Najaim Musto as a member of the Non-Uniformed Employees Retirement Plan Committee; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Clerk

Attachment: Non-Uniformed Retirement Committee Reappointment

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 8. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2021; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Investment Policy and Internal Controls Certification

- 9. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Older Americans Act ("OAA") Contract #JA122-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in an amount not to exceed \$190,476.71; authorizing execution of the OAA Contract; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: OAA Contract

- 10. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the ranking and award of Request for Proposals #22-06-JW for citywide electrical services; authorizing execution of agreements with the three ranked responsive and responsible firms, C.W. Fischer Electric, Inc., Gerhold Electric, Inc., and Miller Electric Company, for electrical services on an as needed basis for two year terms with three additional one year renewal terms; providing for implementation and an effective date. (Funds from Account #001-5060-519-31-03 - Electrical Services & Account #108-5050-541-33-06 - Street Lighting)

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Environmental Services

Attachment: Citywide Electrical Services

- 11. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Christian Love Fellowship Church for the monthly CLF Church Flea Market Event located at 297 SW 10th Street, every first Saturday of the month from 8 am to 2 pm; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: CLF Church Flea Market Event

- 12. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by I Am Kingdom Ministries International for the Joy Fest 2021 Event at 432 SW 10th Court, on Saturday December 18, 2021 from 2:00 pm to 8:00 pm; approving a waiver of fees; providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Joy Fest 2021 Event

- 13. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach,**

Florida, approving the City of Deerfield Beach Department of Parks and Recreation Title VI Plan; providing for conflicts, implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Parks and Recreation Title VI Plan

- 14. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Broward County for the City's provision of agency coordinated transportation services for a three-year term in an amount not to exceed \$598,280; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date. (Funds from Account #001-0000-337-60-98 - General Fund/Paratransit)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Agency Coordinated Transportation Services

DEPARTMENTAL BUSINESS

- 15. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Community Development Block Grant Citizen Participation Plan; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Community Services

Attachment: CDBG Citizen Participation Plan

- 16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Formal Distributor Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; approving the Settlement Agreement with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen**

Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., implementing the Unified Plan related to the opioid litigation; authorizing the City Manager to execute the agreements; providing for implementation and an effective date.

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Attorney

Attachment: Formal Distributor Settlement Agreement

- 17. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT REGULATIONS," SECTION 98-59 "S, OPEN SPACE" OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO PROVIDE FOR BEACH CHAIR AND UMBRELLA SETUPS AS AN ACCESSORY USE TO A BEACH USE IN THE S, OPEN SPACE, ZONING DISTRICT, SUBJECT TO CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (Tabled from October 19, 2021)**

Suggested Action: Commission to vote on Ordinance and set public hearing for January 4, 2022

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of City Attorney

Attachment: Beach Amenities

- 18. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for January 4, 2022

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Outdoor Lighting Restrictions

- 19. ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance and set public hearing for January 4, 2022

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Planning & Development Services

Attachment: Docking and Mooring Facilities

COMMENTS BY ADMINISTRATION & LEGAL

CITY COMMISSION BUSINESS

- 20. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2022 State Legislative Agenda; providing for transmittal, implementation, and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Commissioner Todd Drosky

Attachment: 2022 State Legislative Agenda

COMMENTS BY MAYOR & CITY COMMISSION
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ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, January 4, 2022

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Meeting Minutes City Commission

Tuesday, November 16, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Todd Drosky – via Zoom
Commissioner Michael Hudak – via Zoom
Commissioner Bernie Parness
Vice Mayor Ben Preston
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter, was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes - October 5 & October 19, 2021

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve the meeting minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Community Redevelopment Agency Meeting Minutes - August 24, 2021

Code Compliance Meeting Minutes - May 11, May 26, June 8, June 23 & July 13, 2021

Community Appearance Board Meeting Minutes - September 29, 2021

Hillsboro Inlet District Meeting Minutes - September 13, 2021 (Budget - First Hearing), September 20, 2021 (Regular), & September 20, 2021 (Budget - Final Hearing)

ACKNOWLEDGEMENT OF CITY BOARD MINUTES – CONTINUED

Education Advisory Board Meeting Minutes - September 1 & October 6, 2021

Affordable Housing Committee Meeting Minutes - August 9 & September 15, 2021

Planning & Zoning Board Meeting Minutes - September 2, 2021

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to acknowledge the board minutes. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

APPROVAL OF CITY COMMISSION AGENDA

November 16, 2021

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve the agenda as amended, Item #16 was tabled till a time uncertain. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

AWARDS & RECOGNITION

1. Proclamation presented to the Women Impacting Public Policy (WIPP) and the Small Business Saturday Coalition in support and recognition of Small Business Saturday®, on the Saturday after Thanksgiving, November 27, 2021.

Mayor Ganz read and presented a proclamation recognizing Small Business Saturday; whereas, small businesses employ 47.1% of the employees in the private sector in the United States, 88% of U.S. consumers feel a personal commitment to support small businesses in the wake of the pandemic, and 92% of small business owners have pivoted the way they do business to stay open during the pandemic. Mayor Ganz encouraged continued support of small businesses not only on this day, but throughout the year.

ADDENDUM

2. Proclamation in recognition of Family Court Awareness Month.

Mayor Ganz read and presented a proclamation in recognition of Family Court Awareness Month. In May 2021, Greyson Kessler, a four-year old in Fort Lauderdale was shot and killed by his biological father during an approved court visit despite his father's history of abusive behavior and his mother's plea to the court to protect him. To help honor Greyson and the estimated 58,000 children annually that are at risk, a national coalition of organizations have designated November as national Family Court Awareness Month.

Family Court Awareness Month recognizes the importance of a family court system that prioritizes child safety and acts in the best interest of children to increase awareness on the importance of education and training on family violence, childhood trauma and post separation abuse for all professionals working within the family court system.

Bailey Smith, 570 Jefferson Drive, Deerfield Beach, spoke on behalf of Families Against Court Travesties, and acknowledged the importance of family court awareness and how the system has failed various families, including herself. Lastly, she commented on the importance of ending this cycle.

PUBLIC HEARINGS – FIRST READING**3. P.H. 2022-012: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Eric Power, Director of Planning & Development Services, presented a brief PowerPoint presentation regarding the proposed ordinance. The Capital Improvement Element (CIE) is a portion of the comprehensive plan and updated every 7 years, but the CIE is updated every year to include the 5-year budget estimates which are part of the capital improvement plan approved by the Commission in September as part of the annual budget. This year, Mr. Power advised that there has been a change to the Evaluation & Appraisal Report (EAR), whereby, various elements approved in the EAR are part of this document. Nevertheless, nothing in the document has been amended from what the Commission has previously approved.

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 3 on first reading. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

PUBLIC HEARING – SECOND READING**4. ORDINANCE 2021/024 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Stephanie Tinsley, Director of Financial Services, provided an overview of the proposed ordinance; thereafter, she outlined the adjustments needed for the FY21 budget. She advised that no appropriations were increased; thereafter, she outlined the following changes: Law Enforcement budget exceeded the budget due to vacancy credits budgeted for, but not realized as recruitment was needed to maintain public safety.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

PUBLIC HEARING – SECOND READING – CONTINUED

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 4, adopted Ordinance 2021/024. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

PUBLIC COMMENT

Lucia Delgenio, 707 N. Shore Drive, Deerfield Beach, asked for additional clarification on Item 4 regarding police vacancies.

Mayor Ganz reopened the public hearing for Item 4.

David Santucci, City Manager, replied that during the year, there was a deficit in the Law Enforcement budget due to a budget vacancy credit received on an annual basis from the Broward Sheriff's Office when they have vacancies. Over the last 2 to 3 years, vacancies have amounted to approximately \$800,000. BSO has done a better job with recruitment in the City, so those credits were not realized this year. He advised that it did not deal with the hiring of additional officers, and since there was surplus within Parks & Recreation, it covered the difference. Continuing, Mr. Santucci said BSO is required to have a certain number of officers in the district at a given time. Furthermore, since the City is contracted with BSO, when there is a vacancy for a deputy allocated to the City, a credit is provided.

In response to Mayor Ganz's question, Mr. Santucci replied that there were vacancies this year, but not as many as before.

CONSENT – BOARD APPOINTMENTS

There was no discussion amongst the Commission on Items 5-7.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Items 5 - 7 in concert. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

- 5. Resolution 2021/156 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, appointing Tinka Ellington as a regular member to the Community Appearance Board; and providing for an effective date.**
- 6. Resolution 2021/157 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Annette Mitchell as a Commissioner of the Deerfield Beach Housing Authority; and providing an effective date.**
- 7. Resolution 2021/158 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, reappointing Robert Weech as the Fifth Member to the Board of Trustees of the Municipal Firefighters' Pension Trust Fund; providing for an effective date.**

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

There was no discussion amongst the Commission on Items 8-15.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Items 8 - 15 in concert. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

- 8. Resolution 2021/159 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a second amendment to Grant Agreement H0329 with the State of Florida, Division of Emergency Management for the Hazard Mitigation Grant Program City Hall Wind Retrofit and Drainage Project to extend the Agreement end date and increase the grant amount; providing an effective date.**
- 9. Resolution 2021/160 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Declaration of Restrictive Covenants from Broward County to place an affordable housing restriction on the property located at 464 N. Deerfield Avenue; authorizing the City Manager to execute the Declaration of Restrictive Covenants; providing for an effective date.**
- 10. Resolution 2021/161 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Regional Interlocal Agreement for cooperative fire, rescue, emergency medical services, and special operations response through automatic aid and closest unit response; providing for execution and an effective date.**
- 11. Resolution 2021/162 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City's purchase of the CRA owned showmobile for \$25,000.00; terminating the existing Interlocal Agreement between the CRA and the City for the operation and management of the showmobile; approving a new Interlocal Agreement with the CRA for the City's staffing and management of special events within the CRA that may include the showmobile; authorizing execution of the Interlocal Agreement; providing for implementation, conflicts and an effective date. *(Funds from Account #001-7005-579-60-41 - Automotive Equipment)***
- 12. Resolution 2021/163 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Award of Invitation to Bid #21-40-JW for athletic field maintenance services; authorizing execution of an agreement with Juniper Landscaping of Florida, LLC, the lowest priced responsive and responsible bidder, in an amount not to exceed \$99,552.91; providing for implementation and an effective date. *(Funds from Account #001-7020-539-32-24 - Sports Turf Maintenance)***

ADDENDUM – CONTINUED

- 13. Resolution 2021/164 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.**

ADDENDUM – CONTINUED

- 14. Resolution 2021/165 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Homebuyer Purchase Assistance Program for fiscal year 2019-2020 to reinstate the Interlocal Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the First Amendment; providing for an effective date.**
- 15. Resolution 2021/166 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Second Amendment to the Interlocal Agreement with Broward County for Disbursement of HOME Program Funds for the Housing Rehabilitation Program for fiscal year 2018-2019 to reinstate the Agreement and extend the term of the Interlocal Agreement; authorizing the City Manager and Mayor to execute the Second Amendment; providing for an effective date.**

DEPARTMENTAL BUSINESS

- 16. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a sign relocation and reconstruction agreement with Clear Channel Outdoor, LLC pursuant to the City's billboard relocation policy and Section 70.20, Florida Statutes; authorizing the City Manager to execute the sign relocation agreement; providing for an effective date.**

Tabled during approval of agenda; time uncertain.

- 17. Resolution 2021/168 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the rankings and funding allocations to charitable and public purpose organizations for the Community Participation Grant Program; providing for implementation and an effective date. (Funds from Account #001-8100-569-8099 - Community Participation)**

The Resolution was read by title only.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed. Thereafter, Mayor Ganz outlined the purpose of the Resolution; whereby, \$125,000 has been allocated to disburse among various service-oriented organizations who aid city residents. He thanked staff for their success in making this process seamless.

MOTION was made by Vice Mayor Preston, seconded by Commissioner Parness, to approve Item 17; adopted Resolution 2021/168. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

- 18. Resolution 2021/169 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City's Projects to be funded with American Rescue Plan Act Funds; providing for implementation and an effective date.**

David Jahowsky, Government Services Group, provided a PowerPoint presentation outlining the potential projects utilizing American Rescue Plan (ARP) funding. He explained how the funds were disbursed;

DEPARTMENTAL BUSINESS – CONTINUED

whereby, the City was allocated \$16.28 million for various projects. Furthermore, the projects have been analyzed for financial viability and the potential risk for clawback has been identified. Mr. Jahowsky outlined various projects provided by staff which are based on a 4-point risk factor, with 4 having the highest risk. The projects on the lower risk, 1 or 2, have the least potential for clawback; notwithstanding, protocols are in place to reduce potential problems long-term. Continuing, Mr. Jahowsky provided an extensive list containing 32 projects available for funding, to include its description, priority, eligibility category and funding request; most projects are within the infrastructure category. The projects total a little more than \$19 million, which was done intentionally just in case some projects are not feasible. Lastly, funds were identified for administrative funding and audit requirements.

In response to Mayor Ganz's question, Mr. Jahowsky replied that the priority for the projects can be changed.

Commissioner Hudak asked about the risk factors/assessment and challenges associated with low and high-risk items.

Mr. Jahowsky advised that the procedural safeguard is the same for all projects; however, projects with a low risk factor, 1 or 2, require traditional supporting documents which outline the rationale for the project. Based on the current guidelines, risk factors have a possibility of changing; nevertheless, projects with higher risk will need greater documentation. Continuing, he advised that risk potential could go down if the guidelines allow for more general infrastructure. For projects funded through regular replacement, there is greater flexibility which may allow the City to take on projects with higher risk. Lastly, he advised that the projects can be reprioritized at any point.

Commissioner Drosky said on Monday, the President signed the federal infrastructure bill and questioned whether it had any impact on the projects' ranking tonight. Thereafter, he explained that using the American Rescue Plan funds would guarantee the City's ability to perform infrastructure projects at the top of the list; whereby, funding could potentially be used from the infrastructure bill which releases funds allocated from the ARP. Commissioner Drosky advised that this is not a guarantee due to the competitive process and asked if this bill changes the analysis presented tonight.

Mr. Jahowsky replied no; whereby, the rule-making guidelines may not be available until January or February. He explained that right now, the City has funding provided through ARP, but there is no guarantee with the infrastructure bill. Florida may receive \$13 billion as part of the bill, but allocation has not been determined. The City has until 2026 to use ARP funds, so if the infrastructure bill changes, i.e. rule-making or ARP changes, there is time to make modifications and select a different funding stream.

In response to Commissioner Parness' question, Mr. Jahowsky replied that there is no formal approval process and no formal plan is required for submission to the US Department of Treasury to utilize the ARP funds based on the city's size. He also outlined the timeframe the City received some of the funds.

A brief discussion ensued regarding the receipt of ARP funds, the potential for government clawback and risk analysis.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 18; adopted Resolution 2021/169. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED

19. Resolution 2021/170 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #21-37-PC for the West Water Treatment Plant Chlorine Conversion Project; authorizing execution of an agreement with the top ranked responsive and responsible contractor, Intercounty Engineering, Inc., for an amount not to exceed \$2,491,298.00; providing for implementation and an effective date. (Funds from American Rescue Plan Fund)

The Resolution was read by title only.

David Santucci, City Manager, advised that this project is funded through the American Rescue Plan.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, asked if funding will be used for the entire project or will the City have to wait for additional funding to complete the project.

Mayor Ganz closed the public hearing.

Mr. Santucci replied that funds are fully available to fund the entire project. Thereafter, he responded to Commissioner Hudak's question, whereby, the expenditures provided for potential projects under Item 18 are estimates only.

MOTION was made by Commissioner Parness, seconded by Commissioner Hudak, to approve Item 19; adopted Resolution 2021/170. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

20. Resolution 2021/171 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City of Deerfield Beach Stormwater Management and Flood Resiliency Strategies Master Plan; providing an effective date.

The Resolution was read by title only.

Priscilla Cygielnik, Director of Environmental Services, advised that the presentation would entail a recap of the public workshops conducted over the past few months regarding the master plan and seeks commission approval, so the master plan can be used as a roadmap.

Mark Ellard, Geosyntec, explained why the plan is needed; i.e. aging stormwater system, potential for flooding, surface water runoff, regulatory regulations, and others. Mr. Ellard explained how the master plan would help proactively address concerns regarding operations and maintenance; whereby, a list of issues the City currently faces with various facility types. There are a number of regulatory compliance issues the City has to address that start with the comprehensive plan, regulations passed down from the County and State to protect water quality. He also mentioned House Bill 53, whereas, all these regulations take time and resources to follow.

Continuing, Mr. Ellard provided a history of the program starting October 1, 2018, master plan efforts in October 2019, initial master plan public meetings and input in November 2020, receipt of FEMA Flood Mitigation Advanced Assistance funds. The public outreach was conducted in each district and upon completion of the plan, there's an intent to seek additional funding sources. Mr. Ellard explained what a resiliency plan is, address past, current, and determine future needs. Flooding and water quality are the most identified concerns and to address this and other impacts, i.e. sea level rise, capital improvements must be addressed to move forward for the next decade. Mr. Ellard provided photos of flooding throughout the City; wherein, problem areas were identified based on public input as well as hydrologic and hydraulic testing for storm simulation.

DEPARTMENTAL BUSINESS – CONTINUED

Mr. Ellard provided the flooding assessment where chronic issues exist and explained that infrastructures were identified to help understand what the City is responsible for, but more importantly, how the infrastructures overlap with private areas. Other areas studied included stormwater quality, coastal resources (pipe downfall and drain runoff), and which projects should be recommended for improvement. Thereafter, Mr. Ellard provided a prioritized list of capital improvement projects yielding a total of under \$19 million for over 10 years. Once a plan and list are provided, it makes it easier to facilitate the projects. The recommended capital projects are throughout the entire city and with funding from FEMA, the following 4 projects have been identified: 8th Avenue, west Deerfield, MLK corridor and drainage improvement in the Crystal Lake area.

In response to Commissioner Parness' questions, Mr. Ellard explained where the stormwater runoff goes and how grates are used for safety purposes to keep debris out. Additionally, he advised that screens are a challenge because they can also stop water from entering the system. Furthermore, Ms. Cygielnik replied to other questions; wherein, she explained the process and said catch basins also use them along with other mechanisms.

Commissioner Drosky thanked the consultant for their work on the project; whereas, each district was able to meet with the Geosyntec through public meetings. He also commented on the stormwater fee which has only been around since 2017 and does not have enough funding to address the concerns outlined in the stormwater plan. Lastly, he spoke in support of the plan.

Vice Mayor Preston commented on the importance of updating the public on the stormwater plan and the confidence the residents will have once projects are underway.

Commissioner Hudak thanked the residents for providing input on the areas prone to flooding in their community as well as staff for ensuring public awareness.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, said she also attended the public meetings and gave input on problems in her district. When asked about monies collected in the stormwater fund, it seemed that the money was used in District 1. She then asked if CRA funds have been used for these projects.

Bill Lane, 11 Tilford A, Deerfield Beach, commented on the need for the public to be responsible for what goes into the water system.

Mayor Ganz closed the public hearing. Thereafter, he explained that there are some projects covered by CRA, but it is not only to specific corridor, but throughout the CRA district.

David Santucci, City Manager, advised that anytime CRA uses funding to address street improvements, which include stormwater, then it is addressed. He further explained how staff captures areas of concern outlined by residents.

Mayor Ganz thanked staff for their efforts and the improvements are based on priorities for the City as a whole.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston, to approve Item 20; adopted Resolution 2021/171. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS – CONTINUED**21. Resolution 2021/172 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a change order in the amount of \$1,063,000 to provide additional banquet space for the design-build construction of the Johnny L. Tigner Community Center Project, for a total project cost of \$10,179,547.02; providing for execution and an effective date. (Funds from Account #358-8000-572-61-12 - Construction & Account #358-8000-384-10-00 - Loan/Bond Proceeds)**

Priscilla Cygielnik, Director of Environmental Services, provided a brief overview of the changes to the community center which entails a larger footprint. All improvements previously discussed would allow for a 350-person capacity in the multi-purpose room. Due to structural requirements, if the first floor is expanded, the second floor must be also.

Abbas Zackria, architect, outlined the changes; whereby, the catering kitchen increased from zero square feet to 316 square feet, warming kitchen from 331 sq. ft to 414 sq. ft. to allow proper catering. The exterior wall on the second floor increased 12 feet, additional storage was added to the camp and multi-purpose rooms and additional storage for classrooms and other offices along the corridor for proper functioning long-term.

Commissioner Parness spoke in support of the project.

Commissioner Drosky said there is not enough concrete data to explain spending \$1 million; while he supports improving the community center, he disagreed with spending these funds as there must be accountability to the residents.

Mayor Ganz explained that the facility has been outdated for over a decade and expansion is needed based on public input; whereas, a number of residents spoke in support. Furthermore, he said the build out will address future needs as there aren't enough facilities in the City. Mayor Ganz also advised that the cost is not exorbitant as the building will last for the next 30 years.

Commissioner Hudak said originally, the Commission agreed to expand the size of the facility to 20,275 square feet; whereby, he disagreed with spending \$1 million for the facility for 1,000 square feet for one to two parties yearly.

Vice Mayor Preston commented on the changes that have happened throughout the years and the increase in population; whereby, the fire station on Federal Highway was the only facility servicing the City when Century Village was first discussed. He said the City must be ready to meet future demands and if not now, it will cost more when the time does come.

Commissioner Parness said the City's Public Affairs & Marketing Department will do a great job at promoting the center and how important it is to provide a service in anticipation of the future which is why he is in support.

Commissioner Hudak said the facility is not only a hall, but a community center that is being built for the community and not as a revenue generator.

Mayor Ganz opened the public hearing.

Gwyndolen Clarke-Reed, 1430 SW 6th Way, Deerfield Beach, commented on the history of the facility and how the facility is being used in various ways. She said the community wants the facility to be used by myriad organizations, i.e. conferences and other events; thereafter, she explained why the expansion is needed in the catering facility and the intent of the facility to be used by all residents.

Mayor Ganz closed the public hearing. Thereafter, he commented on the frequent usage of the Hillsboro Community Center. While the proposed changes to the community center are three-times more than originally planned, he said the changes prepare for the future of the City and he does not want to be short-sighted now by attempting to save a relatively small amount over a long period of time.

DEPARTMENTAL BUSINESS – CONTINUED

Anthony Soroka, City Attorney, advised that the proposed resolution reflects 364 square feet for the warming kitchen; however, Mr. Zackria advised that the space will be 414 square feet. If approved, he asked that the approval be amended to reflect 414 square feet.

MOTION was made by Commissioner Parness, seconded by Vice Mayor Preston to approve Item 21 as amended; adopted Resolution 2021/172. Roll Call:

Yeas: 3 - Commissioner Parness, Vice Mayor Preston and Mayor Ganz

Nays: 2 - Commissioner Drosky and Commissioner Hudak

COMMENTS BY ADMINISTRATION & LEGAL

No Comments.

COMMENTS BY MAYOR & CITY COMMISSION**COMMISSIONER HUDAK****DISTRICT 1**

Upcoming Events - Commissioner Hudak announced that the State of the City is scheduled for tomorrow, November 17th and encouraged people to attend. Additionally, Boots on the Beach is scheduled for this weekend, starting at 1 p.m. until 9 p.m.

VICE MAYOR PRESTON**DISTRICT 2**

Buck Pride Community Clean-up - Vice Mayor Preston said the clean-up held on Saturday, November 13th was very successful; he thanked staff for their coordination, support and efforts. There were approximately 70 children participating that came from various cities through the BSO Explorer's program. Furthermore, he thanked Mr. Wayne Barton who provided a complimentary lunch for everyone. Lastly, Vice Mayor Preston said he would like to continue the event on an annual basis and hopes to have another event in the spring, but in a different location.

Veteran's Day Event - Vice Mayor Preston said the event was held at Branhilda Richardson Knowles Memorial Park and was tremendously successful. He commended staff for maintaining the cleanliness of the park and set up. He commented on a veteran that attended the event, who was not a City resident, who expressed his gratitude for the event. Vice Mayor Preston said he was affected by the man's comments, wherein, when he returned from the war, he was ashamed to admit he was a veteran. Vice Mayor Preston said this should never happen and, in his opinion, those serving this Country should be appreciated when they return. Lastly, he asked that staff continue to implement fresh ideas for these events and not replicate what other cities have done.

COMMISSIONER PARNESS**DISTRICT 3**

Veteran's Day Event - Commissioner Parness spoke about his experiences as a soldier and veteran; whereby, armed service members deserve respect. Furthermore, he asked that the Commission consider a parade for veterans and their families; notwithstanding, he wants the event to continue and be even greater than before.

COMMISSIONER DROSKY**DISTRICT 4**

Haunted Arboretum - Commissioner Drosky thanked the volunteers for participating in the Haunted Arboretum at Constitution Park on October 30th. There were 60 to 70 volunteers mostly from the high school; certificates were sent to each thanking them for their assistance in making this a great event. Commissioner Drosky said the event was even better than before and hopes it will continue to thrive.

COMMENTS BY MAYOR & CITY COMMISSION – CONTINUED

Saturday Office Hours - Commissioner Drosky said he will be available on December 4th and appointments will be either virtual or by phone; contact him or the City Manager's Office to make an appointment.

John Chikerotis - Commissioner Drosky said he has spoken with residents asking whether there would be a naming opportunity to remember Mr. Chikerotis who served the City for 35 years. Though he was not a resident, he served the residents proudly with distinction.

Nomination - Commissioner Drosky said the City has been nominated for the Deerfield Beach Memorial Day video. It was nominated for a national award by the National Academy of Television Arts & Sciences, and Deerfield Beach is 1 of 2 in the running. He said Rebecca Medina and Dave Hunt, Deerfield Beach Public Affairs & Marketing Department, do a fantastic job with these types of undertakings. Moreover, Commissioner Drosky said the revealing is in December and wished them both well.

Thanksgiving Day - Commissioner Drosky wished everyone a happy Thanksgiving Day and reminded everyone to be thankful for every blessing.

MAYOR BILL GANZ

Follow Up - Mayor Ganz thanked his colleagues for attending the Veteran's Day event as well as those who served in the Armed Forces. He said he is onboard for expanding the Veteran's Day event but does not believe parades will draw crowds as participation has dwindled. Furthermore, Mayor Ganz spoke in support of the renaming as he touched many areas in the City.

Water Quality - Mayor Ganz said the City of Fort Lauderdale had many issues regarding water quality and sewage leaking into the waterways; however, something positive came from treating the problems. He said a company called Clean Waterways, LLC, provides a large protein skimmer that is a barge, but operates just like it would in a high-end aquarium. There are no chemicals, air and water are only needed to bond with the pollution, and it leaves the plankton in the water, so the pollution then becomes easy to remove. Additionally, the barge being used pinpoints the area of pollution and either solves the pollution problem or targets those causing the pollution. He said it has been used by Fort Lauderdale and asked that staff research to see if it is something we can use in the waterways.

Happy Thanksgiving - Mayor Ganz wished everyone a Happy Thanksgiving and encouraged everyone to be safe.

ADJOURNMENT

There being no additional business to discuss, the meeting adjourned at 9:45 p.m.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk



Special Meeting Minutes City Commission

Tuesday, November 9, 2021

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:00 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 4 – Commissioner Todd Drosky
Commissioner Michael Hudak - via Zoom
Commissioner Bernie Parness
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

Excused Absence: 1 – Vice Chair Preston

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Thereafter was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF THE AGENDA

November 9, 2021

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve the agenda as submitted. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, and Mayor Ganz

Nays: 0

CONSENT - AGREEMENT & EXPENDITURES

- 1. Resolution 2021/154 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the special event permit application submitted by Naked Warrior Project, Inc. for the Ryan Owens Memorial Four Mile Run at Deerfield Beach, 149 SE 21st Avenue, on November 13, 2021 from 6:00 am to 12:00 pm; providing for an effective date. (Funds from Account #001-7005-579-10-02 - Parks and Recreation/Administration - Special Events & Account #001-7005-579-35-74 - Parks and Recreation/Administration - Special Events)**

CONSENT - AGREEMENT & EXPENDITURES

2. **Resolution 2021/155 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the submission of a Hazard Mitigation Grant Program Application to the Florida Division of Emergency Management for the College Park Neighborhood Drainage Project; committing to the provision of matching funds in the amount of 25% of the project cost, if the grant funds are awarded; and providing for an effective date. (Funds from Account #460-5070-538-60-31 - Stormwater)**

There was no discussion amongst the Commission.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Items 1 and 2 in concert. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS

3. **ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; APPROVING DEPARTMENTAL BUDGET TRANSFERS IN THE AMOUNT OF \$1,543,000 WITHIN THE GENERAL FUND; APPROVING SUPPLEMENTAL APPROPRIATIONS IN THE AMOUNT OF \$63,885 FOR THE NUISANCE ABATEMENT FUND, AND APPROPRIATING THE LOAN PROCEEDS FROM FUND BALANCE OF THE ENERGY PERFORMANCE PROJECT FUND IN THE AMOUNT OF \$1,829,000; APPROVING SUPPLEMENTAL BUDGET APPROPRIATIONS TO THE CRIME PREVENTION FUND FOR THE \$7,350 PRIVATE CONTRIBUTION RECEIVED BY THE CITY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

Stephanie Tinsley, Department of Financial Services, provided a brief PowerPoint presentation. Thereafter, she explained that the FY21 budget amendment consists of changes to the General Fund, nuisance abatement, energy performance project, and crime prevention funds. She advised that the Governmental Accounting Standards Board (GASB) and generally accepted accounting principles (GAAP) are national regulations that allow revenues to be recognized when they are measurable and available. Thereafter, she explained that property tax revenues received 60 days after the fiscal year must be recognized within that prior fiscal year, and all other revenue sources must be received within three (3) months of the end of the fiscal year. Additionally, Ms. Tinsley continued outlining state regulations, F.S. 166.241(7), which allows municipalities 60 days after the fiscal year to amend their budgets; and the handling of invoicing for expenditures incurred by September 30th, but not received until after the fiscal year.

Moreover Ms. Tinsley said Section 5.05 of the City Charter outlines regulations and requirements for adoption of budget amendments, whereas, subsection (1) provides for supplemental appropriations, which recognize access revenues and subsection (3) provides for the transfer of appropriations, which allows for the transfer of funds from one (1) department to the other. A special meeting was necessary because the supplemental appropriation must be approved by ordinance and requires two (2) readings.

DEPARTMENTAL BUSINESS - CONTINUED

Continuing, Ms. Tinsley stated that there is no change to the appropriation in the General Fund; however, there were adjustments made to financial services due to additional auditing and reporting services but monies are being covered by telephone charge savings in Central Services; law enforcement - unrealized vacancy credits that are being covered by programs, events and personnel from Parks & Recreation; and debt service - actual expenditures classified correctly but covered by non-departmental budget appropriation. Moving forward, non-departmental will be reclassified to provide for more transparency. Further, the nuisance abatement assessment fund had revenues that must be recognized in FY21, as well as expenses that incurred in FY21. The energy performance project fund must recognize the loan proceeds that were taken out for the related project expenditures. Lastly, the crime prevention fund received private contributions and expended it through programming within the same year.

In response to Mayor Ganz's question, Ms. Tinsley replied that the monies were received close to the end of the fiscal year.

David Santucci, City Manager, stated that some of the revenue sources came in throughout the fiscal year; therefore, in the future, staff would like to provide a mid-year budget amendment, if needed, as well as end of year. Further, if the Commission requests a greater frequency, staff will comply, without creating redundancies; nevertheless, he advised that this will be a normal occurrence moving forward.

Commissioner Drosky advised that he met with the City Manager, so he has no questions; however, he advised that a series of questions was received regarding the budget amendment and Ms. Tinsley provided detailed responses, which is attached.

Mayor Ganz opened the public hearing; however, there was none to speak and the public hearing was closed.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to approve Item 2, on first reading. Roll Call:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, and Mayor Ganz

Nays: 0

Prior to adjournment, Mayor Ganz reminded everyone of the Veteran's Day event at Branhilda Richardson Knowles Memorial Park and thanked staff for their efforts. Lastly, he advised that the next meeting will be held on November 16th at 7:00 p.m.

ADJOURNMENT

There being no additional business to discuss.

MOTION was made by Commissioner Parness, seconded by Commissioner Drosky, to adjourn the meeting at 7:19 p.m. Voice Vote:

Yeas: 4 - Commissioner Drosky, Commissioner Hudak, Commissioner Parness, and Mayor Ganz

Nays: 0

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

Todd Drosky

From: Todd Drosky <tdrosky@deerfield-beach.com>
Sent: Friday, November 05, 2021 3:49 PM
To: Todd Drosky
Subject: Fwd: 2021 Year-end Budget Adjustments (Attached)

Sent from my iPhone

Begin forwarded message:

From: chad.cheleden libertypmg.com <chad.cheleden@libertypmg.com>
Date: November 5, 2021 at 1:52:07 PM EDT
To: Stephanie Tinsley <stinsley@deerfield-beach.com>
Cc: David Santucci <dsantucci@deerfield-beach.com>, Todd Drosky <tdrosky@deerfield-beach.com>, Michael Hudak <mhudak@deerfield-beach.com>, Bill Ganz <bganz@deerfield-beach.com>
Subject: Re: 2021 Year-end Budget Adjustments (Attached)

Thank you, Stephanie.

I want to acknowledge your kind reply.

I will not be able to review this until Tuesday, next week, but will surely get to it then.

Regards,
-Chad

Charles (Chad) F. Cheleden, PMP, LCAM, PA
109 SE 13th Street
Deerfield Beach, FL 33441

From: Stephanie Tinsley <stinsley@deerfield-beach.com>
Sent: Friday, November 5, 2021 1:42 PM
To: chad.cheleden libertypmg.com <chad.cheleden@libertypmg.com>
Cc: David Santucci <DSantucci@deerfield-beach.com>; Todd Drosky <tdrosky@deerfield-beach.com>; Michael Hudak <MHudak@deerfield-beach.com>; Bill Ganz <bganz@deerfield-beach.com>
Subject: RE: 2021 Year-end Budget Adjustments (Attached)

Good Afternoon Mr. Cheleden,

Thank you for your inquiry. Below are the responses (in blue) as requested.

Please do not hesitate to reach out to me directly for any further questions or clarifications.

In addition I am available to meet and discuss at your convenience.

Thanks,
Stephanie



Stephanie Tinsley
Chief Financial Officer
150 NE 2nd Avenue
Deerfield Beach, FL 33441
954-420-5571
[https://www.deerfield-beach.com/
stinsley@deerfield-beach.com](https://www.deerfield-beach.com/stinsley@deerfield-beach.com/)

From: David Santucci
Sent: Wednesday, November 3, 2021 4:27 PM
To: Stephanie Tinsley <stinsley@deerfield-beach.com>
Subject: FW: 2021 Year-end Budget Adjustments (Attached)



David Santucci
City Manager
150 NE 2nd Avenue
Deerfield Beach, FL 33441
954.480.4261

From: chad.cheleden [libertypmg.com](mailto:chad.cheleden@libertypmg.com) <chad.cheleden@libertypmg.com>
Sent: Monday, November 1, 2021 12:46 PM
To: Michael Hudak <MHudak@deerfield-beach.com>; David Santucci <DSantucci@deerfield-beach.com>
Cc: Bill Ganz <bganz@deerfield-beach.com>; Todd Drosky <tdrosky@deerfield-beach.com>; editor@newpelican.com
Subject: 2021 Year-end Budget Adjustments (Attached)

Gentlemen,

I am in receipt of the email and Agenda for the Special Meeting to discuss and approve adjustments to the 2021 Budget, at year-end. I have a few questions I would like you to respond to, please:

1. Why wait until year-end to make these adjustments ? These over runs, especially BSO were evident during the fiscal year. You should not be waiting until the year is over to address deficits.

[SMT]

According to GAAP and GASB standards, we must recognize/book actual expenditures related to the goods and/or services received on or before 9/30/2021. Many invoices that are related to the goods and/or services received on or before 9/30/2021 are received during the first two weeks in October. We post those expenditures into FY2021.

The State recognizes this requirement and provides for the ability to then revise the associated budget appropriation as needed:

Florida Statue, 166.241(5)(c), the governing body of each municipality at any time within a fiscal year or within 60 day, may amend the budget for a purpose not specifically authorized in paragraph 166.241(5)(a) or paragraph (b), must adopt the budget amendment in the same manner as the original budget.

Note: In the real business world, the proper way to deal with Budget Adjustments is via Quarterly Budget Reforecasting.

Note: GAAP does not include addressing Budget Deficits in a Group AFTER the money's been spent.

2. How did the City pay the bills resulting from the deficit, at the time they occurred ? Was the money simply transferred from other Department Budgets ?

[SMT]

I monitor the overall budget at a Fund level to ensure overall expenditure appropriation is not exceeded and/or excess revenue collections covers the expenditure.

The budget appropriation is transferred via the budget amendment.

2. What would have happened if the other budget line items/ departments did not have a Surplus ?

[SMT]

Article 5 of the City Charter provides that if there are revenues in excess of those estimated in the budget, the Commission by ordinance may make supplemental appropriations for the year up to the amount of such excess.

3. Why did Parks & Recreation have such a Surplus ? If the answer is Covid and layoffs, or freezing of positions, please list the position, period of time frozen and the amount associated with that adjustment.

[SMT]

The continuation of the pandemic did not allow us to continue normal programming and were either cancelled or significantly down-sized. There were also vacancies due to the national disruptions in the job market, but not related to the conditions you mentioned.

4. Are these deficiencies and surplus accounts being adjusted for the 2022 Budget year ?

[SMT]

Expenditures are budgeted based on projections, assumptions, and approved requests to support the expected levels of services and programming for the FY2022.

5. Having to add this much money to the debt service is alarming. How was it paid over the year (what accounts were tapped to take the money from ?).

[SMT]

Non-departmental includes Debt Service. A category called Debt Service already exists and debt service payments are being expended from that category to be more transparent. Going forward and in the FY2022 budget all debt service payments from the General Fund are budgeted in that category.

6. What is the reason for such an underfunded budget versus the actual costs ? You should provide a Quarterly Reforecast with a Variance Analysis Report.

[SMT] It was being tracked and monitored to bring forth in one overall budget amendment for efficiency.

7. Is there a problem with the Energy Savings? Why? The energy savings were promised to pay the debt service or else, the Contractor was obligated to cut a check to cover the difference. Why didn't this happen?

[SMT] Essentially, this is a housekeeping issue. The projects were on-going during the FY2021 budget cycle. This is to allocate the loan proceeds reserved for and available to cover the associated expenditures

We look forward to your complete and detailed response.

Thank you,

Cheleden & Associates
109 SE 13th Street
Deerfield Beach, FL 33441

DEERFIELD BEACH POLICE PENSION FUND
MINUTES OF MEETING
June 25, 2021

The virtual meeting was called to order at 9:08 A.M. at. Those persons present were:

TRUSTEES

Richard Giuffreda
 Andy Gianino
 Robert Schnakenberg
 Perry Victor

OTHERS PRESENT

Adam Levinson, Board Attorney
 Margie Adcock, Administrator
 Dave West, Investment Monitor

PUBLIC COMMENTS

There were no public comments.

INVESTMENT CONSULTANT PRESENTATIONS

Adam Levinson appeared before the Board. He provided the Board with sample questions that could be asked of the presenters. He stated that the Board would not be making a decision today. The Fund is at a record high and the Board wanted to wait until the end of the fiscal year before making any decision. There was discussion on the number of managers and the performance of the Fund.

MEKETA

Gustoavo Bikkesbakker and Aaron Lally appeared before the Board. Mr. Bibbesbakker stated that he has been with the firm for 10 years. Mr. Lally stated that he has been with the firm for 11 years and had done public pension plans the entire time. He noted that they were local and have never lost a client in the 10 years working together. He stated that the key factors of a consultant are qualifications, accountability, communication, and trust. He stated that their firm has been around for 40 years. They are 100% employee owned. They have 220 total clients with 81 public clients. They have 215 employees. They have \$1.5 trillion in assets under advisement for public pensions. They focus on the ultimate goal, which is to have a dignified retirement for the benefit of their client members. He stated that they would look at this Plan with a fresh perspective. They would do a comprehensive initial review and look at all aspects of the Plan. They would provide their preliminary observations for the Plan. They noted that things are well set up now, but there are always areas for improvement. They discussed the cash flows, the managers, the high volatility and the fees. They stated that they can provide excellent results. They have a near 100% client retention rate. For more than a decade they have nearly a 99% retention rat. They have low client to consultant ratios. They have about 3 to 5 clients per primary consultant.

SEGAL MARCO

Keith Reynolds appeared before the Board. He stated that he has been in the industry for 18 years. He has been with Segal for 9 years. He stated that the firm is 100% employee owned.

They have a stable team with 122 employees in 11 offices. They have 878 plans with \$668 billion in assets under advisement. He stated that they are integrating ESG into their consulting. He discussed the custodian and stated that it is always helpful to do a review of the custodian. They leverage their custodial expertise to assist clients with a range of projects and solutions. They can customize performance reports and educate trustees. He discussed the transition between consultants. He stated that they are good at what they do. They cater to their clients.

BURGESS CHAMBERS

Burgess Chambers and Frank Wan appeared before the Board. Mr. Chambers stated that he was the President and Mr. Wan was the Senior Consultant. They are a smaller firm with \$6 billion in assets under advisement. They are a Florida firm with 90 defined benefit plans. He noted that they have worked with the Deerfield Fire Pension Plan for about 20 years. He reviewed their staff and stated that they provide exceptional service. Mr. Wan stated that they are a nimble and small firm which enables them to enhance their clients. He discussed a 2020 case study and noted that they are very proactive. He stated that they would like to work with the Plan on how to glide path the over allocations. There is about a 20 year glide path until the Plan reaches the end of the retiree base. It was noted that interest rates are part of their research efforts. He stated that they are the most proactive of any consultants and they watch things very carefully. He noted that this Plan is high in real estate, higher than 80% of their peers. As a closed plan, liquidity becomes a concern. He stated that two areas of interest would be infrastructure and convertibles. He stated that they have had them in place in other plans the last 2 to 3 years.

GRAYSTONE

Scott Owens appeared before the Board. He stated that Graystone as a team does well, but so does Graystone as an organization. They have a wonderful team. They have over 145 analysts. He discussed their process. They add 20 to 30 managers every year and review dozens every year. They see their role as an educator. Asset classes make a difference and timing makes a difference and can be tactical. They do due diligence on every manager every quarter. He reviewed their team. He discussed passive investments. If a Plan is not going to beat the index, it is more efficient to do passive investing and fees are lower. They have 60 municipal clients in Florida. The team has about \$4 to \$5 billion under advisement. He reviewed a proposed portfolio. He stated that the total cost of the Plan is more important than the individual cost of the managers. He reviewed the current portfolio of asset allocation and fees. He reviewed a proposal for asset allocation and fees for active versus passive managers.

ANDCO

Dave West and Dan Johnson appeared before the Board. Mr. West provided an introduction. He reviewed the performance as of May 31, 2021. He stated that for the fiscal year to date the Fund is up 24.88% and in the 1st percentile. He stated that the Plan has achieved returns in excess of 6.5% annualized over the course of the trailing ten years. The asset value as of May 31, 2021 was \$49,320,070. Mr. Johnson stated that he was a consultant, director and partner with the firm. The Fund has made \$36 million in investment gains over ten years. He discussed their firm. They have 90 employees. They are 100% employee owned and are truly independent. He reviewed their team and their resources. He provided a representative client

list. Mr. West discussed the customized solutions. He noted that this is a closed Plan with all membership being retired. He reviewed the portfolio observations and summary of the program. He discussed what happened in 2020. Mid cap performance lagged large cap; value was out of favor; and there was an overweight to real estate. What hurt in 2020 has helped in 2021. Mr. West stated that he would like to increase awareness in periods of duress. He will communicate more frequently and be more proactive. He stated that he thinks COVID limited communication as everything was virtual and he thinks face to face is very important.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment. He stated that they have rebalanced the portfolio. He was not comfortable additional money into real estate right now. He thinks the Board should have the managers attend future meetings to talk to them. He stated that at the next meeting he would like to bring a growth manager and an international equity manager. He thinks it is important to maintain exposure to mid and small cap. He discussed EuroPacific. He stated that they would be nice complement to value. They are very inexpensive. He would recommend allocating half the RBC portfolio there which is approximately \$4 million.

A motion was made, seconded, and carried 4-0 to approve Mr. West's recommendation of moving half of the RBC portfolio to EuroPacific.

Mr. West recommended broadening the capitalization with index representation by replacing the Vanguard S&P 500 with the Fidelity Russell 3000. This would also save the Fund some money.

A motion was made, seconded, and carried 4-0 to approve Mr. West's recommendation to replace the Vanguard S&P 500 with the Fidelity Russell 3000.

MINUTES

The Board reviewed the minutes of the meetings of April 8, 2021 and June 4, 2021.

A motion was made, seconded, and carried 4-0 to approve minutes of the meetings of April 8, 2021 and June 4, 2021.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements.

A motion was made, seconded and carried 4-0 to approve the listed disbursements.

Ms. Adcock presented a draft Administrative Expense Budget for fiscal year 2022 that is required by Section 175.061(8)(a)2, Florida Statutes. The Board reviewed the draft budget.

A motion was made, seconded and carried 4-0 to adopt the Administrative Expense Budget.

Ms. Adcock noted that it is time for an election for the position held by Mr. Schnakenberg.

ATTORNEY REPORT

Mr. Levinson discussed the issue of Mr. Victor sitting on two boards. He stated that he spoke with the City Attorney regarding the matter. The City Attorney is aware of the issue and did not see an issue. The City Attorney advised Mr. Levinson that he will let the Board know if his opinion changes.

OTHER BUSINESS

There was no other business.

Respectfully submitted,

Andrew Gianino, Secretary

DEERFIELD BEACH POLICE PENSION FUND

MINUTES OF MEETING

September 22, 2021

The virtual meeting was called to order at 9:08 A.M. at. Those persons present were:

TRUSTEES

Richard Giuffreda
Andy Gianino
Robert Schnakenberg
Perry Victor

OTHERS PRESENT

Adam Levinson, Board Attorney
Margie Adcock, Administrator
Dave West, Investment Monitor

PUBLIC COMMENTS

There were no public comments.

MINUTES

The Board reviewed the minutes of the meetings of June 25th, 2021.

A motion was made, seconded, and carried 4-0 to approve minutes of the meetings of June 25th.

INVESTMENT MONITOR REPORT

Mr. West reviewed the market environment for the quarter ending June 30, 2021. He reviewed the performance through the quarter ending June 30, 2021. The asset allocation as of June 30, 2021, was 44.3% in domestic equities; 7.7% in international equities; 24.6 % in fixed income; 13.3% in real estate; and 10.1% in cash. The total Fund was up 5.01% net of fees for the quarter ending June 30, 2021, while the benchmark was up 5.65%. The plan was in the 76th percentile. Mr. West informed the Board that the fiscal year to date was up 26.23% ranking in 1st percentile. He continued to review the report. The total equity portfolio was up 6.96% while the benchmark was up 7.56%. The total domestic equity portfolio was up 8.96 % while the Russell 3000 was up 8.24%. The total international equity portfolio was up 1.70% while the benchmark was up 5.48%. The total fixed income portfolio was up 1.53% while the benchmark was up 1.83%. The total real estate portfolio was up 4.32% while the NCREIF was up 4.39%. Mr. West suggested running a more conservative portfolio. He recommended selling all the Metro West Bonds and allocating the funds to Fidelity Inflation Protected Bonds and Garcia Hamilton. The allocation will bring neutrality to the portfolio.

A motion was made, seconded, and carried 4-0 to approve Mr. West recommendation of moving of selling Metro West Bonds and allocating \$5,000,000.00 to Fidelity Inflation Bonds and \$2,000,000 to Garcia Fixed Account.

ADMINISTRATOR REPORT

The Board was presented with a list of disbursements.

A motion was made, seconded, and carried 4-0 to approve the listed disbursements.

Mrs. Kish presented the fiduciary renewal policy.

A motion was made, seconded, and carried 4-0 to approve the Fiduciary Renew Application

Ms. Kish presented the Audit Engagement Letter. She reviewed the fee increase for audit and annual report.

A motion was made, seconded, and carried 4-0 to approve the Fiduciary Renew Application

ATTORNEY REPORT

OTHER BUSINESS

The Board discussed a health insurance supplement benefit. The plan attorney recommended coming back to the meeting with additional information

Respectfully submitted,

Andrew Gianino, Secretary

**CITY OF DEERFIELD BEACH NON-UNIFORMEEMPLOYEES' RETIREMENT
COMMITTEE SUMMARY OF REGULAR MEETING MINUTES
May 3, 2021**

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order 12 Noon on May 3, 2021 via Zoom.

TRUSTEES PRESENT: Lee Magnuson F David Rolwing and Valerie Hackett

OTHERS PRESENT:

Attorney Robert Sugarman, Consultant Andy McIlvane from Graystone Consulting and Administrator Livia Giuliani of Benefits USA.

The Attorney opened the meeting to welcome Valerie Hackett the new Trustee to the Board noting that this is a voluntary position with no compensation and thanking her for her altruism and public service. He reported on the sunshine law noting that Trustees should not discuss any pension board business with each other outside of a meeting. He also reported that she is to file a form 1 financial disclosure form by June 30th.

PUBLIC COMMENTS:

There were no public comments at this meeting.

NEW BUSINESS:

Selection of Board Chairman

The Administrator noted that the Board needed to appoint a chairman at this meeting. Trustee Rolwing moved to nominate Trustee Magnuson as Chairman and the motion was seconded by Trustee Hackett.

Trustee Election

The Administrator reported that the city will conduct an election on June 3, 2021 which is 30 days subsequent to a meeting per the Ordinance.

Investment Reports: Quarter Ending 3/31/2021

Graystone Consulting

Mr. McIlvane reported on the economy noting that the S&P continued to gain following a one-year anniversary of the March lows. Equities returned 6.2% for the quarter and continued to rally with the \$1.9 stimulus package. Energy, Financials and Industrial outperformed for the second consecutive quarter returning 30.8%, 15.9% and 11.4%. Utilities, Info Tech and Consumer Staples were eh laggards returning 2.8%, 2.0% and 1.2%. the DJIA rose to 8.3% and the NASDAQ Composite rose to 3.0%. The EAFE developed markets index rose to 3.6% and the MSCI emerging markets index rose 2.3% for the quarter. US Equities outperformed the international equities by 257 and 383 basis points respectively. The US aggregate bond market declined in the first quarter and the Bloomberg Barclay's Aggregate fell -3.37%. The Russell Mid-cap returned 8.1% for the quarter with value outperform growth by 13.1% and -0.6% respectively. The Russell 2000 returned 12.7% with small cap outperforming large cap 21.2% and 4.9% respectively.

Mr. McIlvane reported on the performance noting that for the quarter, the total fund returned 4.48% vs. the policy of 3.06%. Wedge Equity returned 14.70% vs. the index of 11.25%; Sawgrass equity returned 3.77% vs. Russell 1000 of 0.94%; the London Company returned 10.59% vs. the Russell

2000 of 12.70%; Lazard returned 2.25% vs. the MSCI AC index of 3.49%; Renaissance returned 4.60% vs. the Growth Index of 4.43%. Sage fixed income fund declined -1.55% vs. the BC Gov index of -1.86%; Wedge fixed income returned -4.16% vs. the Barclays Govt bond index of -4.28%; Blackrock and Blackstone returned 2.01% and 2.07% respectively vs. the Barclays' Aggregate of -3.37% and AEW returned 1.91% vs. the NCREIF index of 0.00%. Mr. McIlvane reported that all is well with the Fund and he had no recommendations at this time.

APPROVAL OF MINUTES:

March 8, 2021

Trustee Rolwing moved to approve the March 8, 2021 meeting minutes and Chairman Magnuson seconded the motion and it passed.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA for approval: Warrant #306-307

Benefits USA, Inc. (Flat Monthly Fee for March 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for March 2021)	\$275.00
Benefits USA, Inc. (Flat Monthly Fee for April 2021)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for April 2021)	\$275.00
Fifth Third Bank (Q4-2020 Custodian Fee-Invoice #6481182 dated 1/7/2021)	\$3,992.87
Fifth Third Bank (Q1-2021 Custodian Fee-Invoice #6552433 dated 4/5/2021)	\$3,847.28
Sugarman & Susskind (Legal Fees-Invoice #1569926 dated 3/4/2021)	\$3,000.00
Sugarman & Susskind (Legal Fees-Invoice #157666 dated 4/6/2021)	\$3,000.00
Total	\$17,290.15

GRS (Services rendered; Invoice #461792 dated 4/7/2021)	\$4,500.00
London Co. (Q1-2021 Mgmt Fee-Invoice dated 4/13/2021)	\$11,398.00
Renaissance Inv Mgmt (Q1-2021 Mgmt Fee-A/C #IE0505 dated 4/5/2021)	\$4,895.03
Sage Adv. Svcs (Q1-2021 Mgmt Fee-Inv #20210331-564-A dated 3/31/2021)	\$4,783.13
Sawgrass Asset Mgmt. (Q1-2021 Mgmt Fee-Inv #dege-112s-033121 dated 4/8/21)	\$11,102.69
Wedge Capital Mgmt (Q1-2021 Mgmt Fee-LCV a/c #W00639 dated 04/15/2021)	\$15,636.96
Wedge Capital Mgmt (Q1-2021 Mgmt Fee-FI a/c #W01170 dated 04/15/2021)	\$6,428.86
Total	\$58,744.67

Trustee Rolwing moved to approve the Consent Agenda and Chairman Magnuson seconded the motion and it passed.

CHAIRMAN/TRUSTEES:

A brief discussion ensued regarding the Board make up and Chairman Magnuson noted that Mr. Najaim Musto was interested in serving and that he would contact him to apply at the city. The Attorney noted once the Board has 4 Trustees, they can choose anyone to be the Fifth Trustee. It was also noted that Mr. William Nelson was interested and the Administrator was asked to contact him.

ATTORNEY'S REPORT:

Attorney Sugarman had nothing to report on the 2021 Florida legislative session.

Attorney Sugarman reported that FPPTA was holding an in-person conference on June 27-30, 2021 at the Omni, Championsgate.

Attorney Sugarman reminded the Board to file their financial disclosure forms by June 30th.

ADMINISTRATOR'S REPORT:

The Administrator had nothing further to report.

NEXT MEETING DATE:

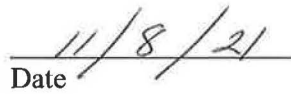
The Administrator reported that the next regular meeting date is November 8, 2021 at 12:00 Noon.

ADJOURN: The meeting was duly adjourned at 1:17 pm.



Secretary

Chairman



Date

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, October 18, 2021
Fletcher Hall, 2200 NE 38th Street, City of Lighthouse Point

MEMBERS PRESENT:

Vice-Chairman Laurence Gore
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Mohamed “Mo” Tarifi
Commissioner Robert O’Neill

OTHERS PRESENT:

David N. Tolces, General Counsel, Weiss Serota Helfman
Cole & Bierman, P.L.
Robert M. Andrews, Accountant
Captain Woodworth R. Draughon III
Assistant Captain, Alexander Cuevas
Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Vice-Chair Gore at 6:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the September 13, 2021 First Budget Meeting Minutes was made by Commissioner O’Neill and seconded by Commissioner Loesel.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O’Neill	Yes

The Motion to approve the First Budget Meeting Minutes was approved unanimously. (5-0)

A Motion to approve the September 20, 2021 Second Budget Meeting Minutes was made by Commissioner O’Neill and seconded by Commissioner Loesel.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O’Neill	Yes

The Motion to approve the Second Budget Meeting Minutes was approved unanimously. (5-0)

A Motion to approve the September 20, 2021 Regular Meeting Minutes was made by Commissioner O’Neill and seconded by Commissioner Loesel.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

Commissioner Tarifi requested an amendment to the Minutes to correct the typo in the last paragraph on page 3 from “ound” to “found”. The Motion, as amended, to approve the Regular Meeting Minutes was approved unanimously. (5-0)

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner O'Neill and seconded by Commissioner Loesel for approval of all outstanding bills in the amount of \$74,790.82. The bills were reviewed and discussed in detail.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion to approve the outstanding bills was approved unanimously. (5-0)

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Sarkis to approve current month's expenses of approximately \$40,000.00.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion to approve current month's expenses was approved unanimously. (5-0)

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There were 10.5 hours of dredging time, resulting in 4,725 yd³ of sand bypassed south to Pompano Beach. There were 7.5 hours of dredging time, resulting in 3,375 yd³ of sand placed onto the Coast Guard Beach.

INLET STATUS REPORT: Captain Draughon advised the Board that the crew performed general maintenance. Captain Draughon also advised that the crew fueled up the dredge with 3,000 gallons of fuel and buttoned up on work area repairs.

PUBLIC COMMENTS: Vice-Chair Gore asked if there were any public comments. No public comments were made.

NEW BUSINESS:

ANNUAL SALARY REVIEW: The Board discussed a salary adjustment for District employees. A Motion was made by Commissioner Sarkis and seconded by Commissioner Loesel for a three percent (3%) cost of living increase.

Vice-Chair Gore	Yes
Commissioner Loesel	Yes
Commissioner Sarkis	Yes
Commissioner Tarifi	Yes
Commissioner O'Neill	Yes

The motion to approve a three (3%) salary adjustment for District employees was approved unanimously. (5-0)

OLD BUSINESS:

GENERAL COUNSEL COMMENTS: Attorney Tolces advised that he met with Chair Bryan, Commissioner O'Neill, Captain Mautte and Lt. Becker of the Coast Guard, Captain Draughon, and Assistant Captain Cuevas a few weeks ago at the Hillsboro Inlet. It was a good meeting. Captain Mautte and Lt. Becker stated the US Coast Guard appreciates having the Hillsboro Inlet District operating at the Hillsboro Inlet and on the Coast Guard property. The US Coast Guard wants to continue to work with the District and are fully supportive of the District's efforts to assist the Hillsboro Club, as well as the concept of having the District locate at the Hillsboro Club if the Hillsboro Club ever decides to make any improvements. They also discussed establishing a restricted area around the dredge and the boats when the crew is working. The Coast Guard will provide attorney Tolces with the necessary information.

Commissioner O'Neill stated that it might be a good idea to have a liaison with the Broward Sheriff's Office. Attorney Tolces advised that he would look into it.

Attorney Tolces advised the Commissioners that the District's next meeting is November 15, 2021.

COMMISSIONER COMMENTS: Commissioner Sarkis inquired about the report of the coral survey. Attorney Tolces advised that Cheryl Miller from Coastal Eco-Group, Inc./Consultant to Olsen & Associates, Inc.(Environmental Services) has not heard back from Broward County yet. Ms. Miller hopefully will provide the Board with a Year Two Coral Survey update next month.

Motion was made by Commissioner Loesel to adjourn the meeting and seconded by Commissioner O'Neill. The meeting was adjourned at 6:47 PM by Vice-Chair Gore.

Respectfully submitted,

Kimberly Longo, District Secretary



City Commission Meeting - December 7, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that the **Regular City Commission** meeting will be held on **Tuesday, December 7, 2021, at 7:00 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida.** A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The December 7, 2021, Regular City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees adhering to social distancing protocols, temperature checks and face covering recommendations. A copy of the agenda for the December 7, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers adhering to social distancing protocols, temperature checks and face covering recommendations.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:45 PM on December 7, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/82934084845?pwd=ck1CcUg0ajFld29zT240eEtsWmNEZz09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (301) 715-8592, Meeting ID: 829 3408 4845#, Participant ID: #, Passcode: 467582#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:45 PM on December 7, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click “raise hand” on the bottom of the “participants” tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to “raise your hand” and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk’s Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1046

Agenda Date: 12/7/2021

Status: QUASI-JUDICIAL PUBLIC
HEARINGS

In Control: City Commission

Title

P.H. 2022-020: Application No. 90-I-51 Rev.10 (GEN 3, LLC) Gen 3, LLC, represented by Jaime Mayo of HNM Architecture

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The applicant, Gen 3, LLC, is seeking approval of a major site plan modification to demolish an existing 18,154 square foot industrial building (Building A) and develop a new 29,480 square foot warehouse and storage facility (Building C) in the same location on the subject property. The site plan also demonstrates modifications to parking, landscaping, and a new dumpster enclosure. The new building will expand the existing print and publishing warehouse/distribution operations for the Wilen Group, which is projected to provide 60 additional jobs.

In 2016, the property received site plan approval (90-I-51 Rev. 9) for construction of a 55,829 square foot industrial building (Building B) located on the east side of the subject property. There are no changes proposed to Building B in the scope of work included in this application.

Upon review of the application, staff has found that a private deed restriction was included in the Special Warranty Deed that limits the size and use of building improvements to 9,000 square feet. Since the beneficiary of the deed restriction has since dissolved with no successor, the applicant is unable to provide a release of the restriction; and therefore, an Indemnification Agreement, was submitted by the applicant and reviewed by the City Attorney to address the restriction.

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

The Community Appearance Board approved the application on August 29, 2021.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site. The Planning and Zoning Board recommended approval of the site plan application on November 4, 2021.

Recommendation to the City Commission on the proposed site plan modification with the following condition:

1. Prior to issuance of a building permit, the applicant shall submit an executed and recorded Indemnification Agreement, in a form approved by the City Attorney, regarding the private deed restriction.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM GEN 3, LLC TO DEMOLISH AN EXISTING 18,154 SQUARE FOOT INDUSTRIAL BUILDING AND CONSTRUCT A NEW 29,480 SQUARE FOOT WAREHOUSE AND STORAGE FACILITY AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 1371 SW 30TH AVENUE, DEERFIELD BEACH, FLORIDA, IN THE INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 90-I-51 REV. 10); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 90-I-51 Rev. 10 (the “Site Plan Application”) has been submitted to the City by Gen 3, LLC (the “Applicant”) seeking site plan approval to demolish an existing 18,154 square foot industrial building and construct a new 29,480 square foot warehouse and storage facility and related site improvements on the property located at 1371 SW 30th Avenue, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.73 acres legally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, as more particularly described in the file and located at 1371 SW 30th Avenue, Deerfield Beach, Florida, in the I, Industrial Zoning District (the “Property”); and

WHEREAS, in addition to the existing 55,829 square foot industrial building, the Site Plan Application includes the new 29,480 square foot warehouse and storage Facility, modifications to parking, landscaping, and a new dumpster enclosure on the Property; and

WHEREAS, the Site Plan Application was reviewed by pertinent City staff, the Community Appearance Board recommended approval of the Site Plan Application on August 29, 2021, and the Planning and Zoning Board voted to recommend approval on November 4, 2021; and

WHEREAS, based upon the evidence in the record and presented at the hearing before the City Commission, the City Commission finds that all applicable Land Development Code requirements have been met, the Site Plan Application is consistent with the City’s Comprehensive Plan and approval of the Site Plan Application is in the best interests of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The Site Plan Application is hereby approved, subject to the conditions set forth in the Site Plan Application and the Development Review Comments as amended, and dated October 18, 2021, together with the following condition, all of which conditions are incorporated herein by this reference and shall be satisfied by the Applicant:

- Prior to issuance of a building permit, the Applicant shall submit an executed and recorded Indemnification Agreement, in a form approved by the City Attorney, regarding the private deed restriction on the Property.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, DENYING A MAJOR SITE PLAN MODIFICATION APPLICATION FROM GEN 3, LLC TO DEMOLISH AN EXISTING 18,154 SQUARE FOOT INDUSTRIAL BUILDING AND CONSTRUCT A NEW 29,480 SQUARE FOOT WAREHOUSE AND STORAGE FACILITY AND RELATED SITE IMPROVEMENTS AT THE PROPERTY LOCATED AT 1371 SW 30TH AVENUE, DEERFIELD BEACH, FLORIDA, IN THE INDUSTRIAL ZONING DISTRICT (APPLICATION NO. 90-I-51 REV. 10); PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, Application No. 90-I-51 Rev. 10 (the “Site Plan Application”) has been submitted to the City by Gen 3, LLC (the “Applicant”) seeking site plan approval to demolish an existing 18,154 square foot industrial building and construct a new 29,480 square foot warehouse and storage facility and related site improvements on the property located at 1371 SW 30th Avenue, Deerfield Beach, Florida (collectively, the “Facility”); and

WHEREAS, the Facility site is approximately 4.73 acres legally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, as more particularly described in the file and located at 1371 SW 30th Avenue, Deerfield Beach, Florida, in the I, Industrial Zoning District (the “Property”); and

WHEREAS, the City Commission finds that the Site Plan Application for the Property fails to satisfy the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The Site Plan Application is hereby denied based upon the failure to meet the requirements of Section _____ of the City of Deerfield Beach Land Development Code.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section or provision of this Resolution or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid,

such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**CITY OF DEERFIELD BEACH, FLORIDA
CITY COMMISSION
NOTICE OF QUASI-JUDICIAL PUBLIC HEARING**

YOU ARE HEREBY NOTIFIED of a Quasi-Judicial Public Hearing before the City Commission on **Tuesday, December 7, 2021** at 7:00 p.m. in the City Commission Chambers, City Hall, 150 NE 2nd Avenue, Deerfield Beach, Florida, and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the following:

P.H. 2022-020: Applicant: Application No. 90-I-51 Rev.10 (GEN 3, LLC)

Gen 3, LLC, represented by Jaime Mayo of HNM Architecture

Proposal: Major site plan modification seeking approval to demolish an existing industrial building and construct a new 29,480 square foot warehouse and storage facility.

Location: The property is generally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB, more particularly described in the file, and is located at **1371 SW 30th Avenue.**

You may either be present in person at the Quasi-Judicial Public Hearing or attend online or by telephone utilizing Zoom, represented by counsel or letter. All interested persons take due notice of the time and place of these Public Hearings and govern yourselves accordingly.

Any person who decides to appeal any decision of the City Commission with respect to any matter considered at this meeting would need a record of the proceedings. And for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State law.) Anyone desiring a verbatim transcript shall have the responsibility, at his own expense, to arrange for the transcript.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

**CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA GILLYARD, CMC, CITY CLERK**



Public Hearing Notice Map

Major Site Plan Application
90-I-51 Rev. 10

1371 SW 30th Avenue

For additional information
call the Planning Department at 954-480-4206
or visit www.deerfield-beach.com/boardagendas

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Feet



Development Review Committee Summary Report Development Plan Application Review

General Information

Application No.	90-I-51 Rev.10										
Project Name:	Gen3 Building C Major Site Plan Application										
Applicant:	Gen 3, LLC										
Agent:	Jaime Mayo of HNM Architecture										
Requested Action/Description:	Major site plan modification seeking approval to demolish an existing industrial building and construct a new 29,480 square foot warehouse and storage facility.										
Location:	1371 SW 30 Avenue										
Legal Description:	The property is generally described as MANCHESTER PLAT 124-24 B A POR PAR C DESC AS COMM AT NW COR PAR C; E 0.79, ELY & SELY 63.62 TO POB ELY, SELY 170.50; SELY 87.32 TO P/R/C; SELY 48.18; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60, S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB more particularly described in the file.										
Size:	205,979.6 square feet (4.73 acres)										
Existing Zoning:	I (Industrial)										
Existing Use:	Industrial Warehouse/Distribution										
Future Land Use Plan Designation:	Industrial										
Surrounding Land Use and Zoning:											
	<table><tr><th><u>Existing Land Use:</u></th><th><u>Zoning:</u></th></tr><tr><td>North: Industrial</td><td>I (Industrial)</td></tr><tr><td>East: Residential, Single-family</td><td>RS-5 (Residence, Single-family)</td></tr><tr><td>South: Industrial</td><td>I (Industrial)</td></tr><tr><td>West: Industrial</td><td>I (Industrial)</td></tr></table>	<u>Existing Land Use:</u>	<u>Zoning:</u>	North: Industrial	I (Industrial)	East: Residential, Single-family	RS-5 (Residence, Single-family)	South: Industrial	I (Industrial)	West: Industrial	I (Industrial)
<u>Existing Land Use:</u>	<u>Zoning:</u>										
North: Industrial	I (Industrial)										
East: Residential, Single-family	RS-5 (Residence, Single-family)										
South: Industrial	I (Industrial)										
West: Industrial	I (Industrial)										

Department Comments & Requirements

Applicable Regulations:

City of Deerfield Beach Land
Development Code

Plat Restrictions:

General Industrial uses only.
Commercial/Retail uses not
permitted.

REQUEST:

The applicant, Gen 3, LLC, is seeking approval of a major site plan modification to demolish an existing 18,154 square foot industrial building (Building A) and develop a new 29,480 square foot warehouse and storage facility (Building C) in the same location on the subject property. The site plan also demonstrates modifications to parking, landscaping, and a new dumpster enclosure. The new building will expand the existing print and publishing warehouse/distribution operations for the Wilen Group, which is projected to provide 60 additional jobs.

BACKGROUND:

The property is located at 1371 SW 30th Avenue in the I (Industrial) zoning district and is approximately 205,979 square feet (4.73 acres). In 2016, the property received site plan approval (90-I-51 Rev. 9) for construction of a 55,829 square foot industrial building (Building B) located on the east side of the subject property. There are no changes proposed to Building B in the scope of work included in this application.

Upon review of the application, staff has found that a private deed restriction was included in the Special Warranty Deed that limits the size and use of building improvements to 9,000 square feet. Since the beneficiary of the deed restriction has since dissolved with no successor, the applicant is unable to provide a release of the restriction; and therefore, an Indemnification Agreement, was submitted by the applicant and reviewed by the City Attorney to address the restriction.

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work.

The Community Appearance Board approved the application on August 29, 2021.

The Planning and Zoning Board recommended approval of the site plan application on November 4, 2021.

The Planning and Zoning Division is unaware of any historical significance of the property or prior historical activities associated with the site.

SUMMARY OF DEVELOPMENT REVIEW COMMITTEE COMMENTS:

The application has been reviewed by the Development Review Committee (Planning & Zoning, Landscape, Environmental Services, and Fire Rescue, and Traffic). Staff comments have been addressed and the application is considered to be in compliance with the Land Development Code, subject to the below requirement being satisfied. Staff DRC comments are attached to this report.

Recommendation to the City Commission on the proposed site plan modification with the condition that prior to issuance of a building permit:

1. The applicant shall submit recorded Indemnification Agreement regarding the private deed restriction.

PLANNING CONSIDERATIONS:

1. Compliance with the Comprehensive Plan: Per Section 98-9, no permit or approval for development of land shall be approved which does not comply with the goals, objectives and policies (GOPs) of the Deerfield Beach Comprehensive Plan. The Future Land Use (FLU) Map designation identifies the site as Industrial. The proposed industrial use of the site is not changing. The proposed redevelopment is consistent with the goals, objectives and policies of the Deerfield Beach Comprehensive Plan.
2. Land Development Requirements: The property is located in the I (Industrial) zoning district, in which warehouse, distribution is permitted.
3. Findings of compatibility of a proposed development with adjacent and neighboring (500 feet) uses and zoning: Per Section 98-17 (15), there must be a finding of compatibility as defined in the Land Development Regulations, between adjacent and neighboring uses (500 feet) and the proposed development. By definition, compatibility is to be measured based on the following compatibility characteristics of the proposed development in relationship to the immediate surrounding area:

(a) Permitted uses, structures and activities allowed within the zoning category;

The use of the site as storage and distribution for the print and publishing company is existing and permitted within the I (Industrial) zoning district. The adjacent uses, structures and activities surrounding the parcel include industrial buildings to the south, north and west, and single-family homes to the east. The proposed building is internal to the site and all activities are proposed within the building.

(b) Building location, dimensions, height and floor area;

The proposed warehouse meets all dimensional requirements of the I (Industrial) district, including setbacks, height, and floor area. The new structure (Building C) is proposed on the western portion of the property in the general location of the existing Building A, with setbacks measuring approximately 80 feet 6 inches to the front, 7 feet 3 inches to the side, and 61 feet 3 inches to the rear. The proposed building is measured approximately 180 feet from existing Building B. The total lot coverage proposed for both Buildings B and C are 41.4%, which is less than the 50% permitted by Code. The height of the Building C is approximately 41 feet. The proposed building is of appropriate scale in relation to the existing building and in context with the property as a whole.

(c) Location and extent of parking, access drives and service areas;

Access and parking will be shared between the existing and proposed buildings. There are no changes proposed to ingress and egress, with vehicular access maintained on SW 13th Drive and SW 30th Ave for both buildings. The site plan demonstrates ten (10) additional parking spaces for a total of 95 spaces, which complies with the amount of off-street parking required by Code (95 spaces). Truck loading bays and other service areas are proposed on the eastern side of the building, which is interior to the site and is not visible from public right-of-way.

(d) *Traffic generation, hours of operation, noise levels and outdoor lighting;*

A trip generation analysis was submitted and since trip generation for the proposed expansion did not exceed 500 trips per day, a traffic study was not required for the proposed scope of work. The site is expected to generate a total 381 daily trips.

The hours of operation and noise levels are not impacted since the use is not changing. Outdoor lighting is proposed to comply with Code.

(e) *Alteration of light and air;*

The proposed expansion is not anticipated to impact light and airflow.

(f) *Setbacks and buffers – Fences, walls, landscaping and open space treatment. To be compatible, design treatments must reflect consideration of adjoining and surrounding development and land use;*

The proposed development meets the applicable setback, landscape and buffer requirements. The site has been designed to be architecturally compatible with the recently developed Building B to the east, and includes common elements such as stainless steel entryways, large windows, and an articulated façade. The new Building C is consistent with the surrounding neighborhood.

(g) *Outside activities associated with the proposed use which could interfere with the peace and/or tranquility of residences or propose a significant risk to the safety or security of children in public or private schools, day care facilities, churches, parks, playgrounds and other places that cater to children under the age of 18 or places which regularly provide facilities for such children to gather; and*

The application is not proposing any uses or activities which would pose a significant risk to the safety and security to those less than 18 years of age within 500 feet of this site.

(h) *Conditions, uses or activities which could pose a significant risk to the safety or security of single family residences within 500 feet of the lot upon which the use will occur.*

There are no uses proposed that would pose a risk to single family residences within 500 feet of the subject property.

SUMMARY:

Staff's review of Application 90-I-51-Rev.10 has found that the proposed project is consistent with the goals, objectives and policies of the Future Land Use Element of the Deerfield Beach Comprehensive Plan and the Land Development Code.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Gen 3 Building C	Application No.:	90-I-21 Rev. 10
Reviewer Name:	Tina Jou	Project Address:	1371 SW 30th Ave.
Department/Division:	Planning		
Position:	Principal Planner		
Date of Review:	10/15/2021		
Submittal No.:	3		

A. APPLICATION / GENERAL COMMENTS:

1.	Per the requirements of Chapter 98-17.1 the applicant is required to pay impact fees for Public Safety and Parks. Payment of these fees are due at the time of Building permit submittal. Please note that if the project changes in size or intensity, the below calculations may also change. An impact fee calculation sheet will be given to the applicant when the project is complete. 1. Fire Rescue \$ <u>193.50</u> 2. Police \$ <u>158.22</u>
1a.	Comment acknowledged.
2.	Prior to resubmittal, contact Tina Jou and Veronica Rodriguez at tjou@deerfield-beach.com and vrodriguez@deerfield-beach.com to schedule a Development Review Committee meeting.
2.a.	Comment acknowledged.
3.	All resubmittals shall be provided with a written narrative responding to all comments.
3.a.	Comment acknowledged.
4.	Newly developed plans, which have not yet been reviewed by the City Commission, cannot be resubmitted with clouds or other demarcations showing changes to the proposed changes.
4.a.	Comment not addressed.
4.b.	Comment addressed.
5	Community Appearance Board approval is required prior to approval of site plan. Staff will notify the applicant once application submittal is to be scheduled as item on an agenda. The applicant shall provide both existing and proposed elevations to determine building facades will complement each other. Once staff has advised the item is ready to be scheduled for CAB, submit 3 sets of revised plans in 11" x 17" with Community Appearance Board application, which include colored building elevations and complete site plan sets. Note, previously submitted CAB sets will need to be revised based on the comments below.

Development Plan Application Comments

5.a.	Comment acknowledged.
6.	Per Sec. 98-35, all applications proceeding to City Commission shall comply with requirements for public notice, including submittal of all required fees, documents, and labels for notice to property owners, on-site signage, and newspaper publishing. Applicants are only permitted to begin the public notification process upon determination by Planning & Zoning staff that the item has been scheduled for an upcoming public hearing. The Public Notice Checklist is attached and can be accessed at http://www.deerfield-beach.com/DocumentCenter/View/12586/Public-Notice-Checklist .
6.a.	Comment acknowledged.
7.	For items being heard by City Commission, a cost recovery fee shall be paid by check to the City of Deerfield Beach for electronic document remediation of the application in order to comply with Title III of the Americans with Disabilities Act. The fee will be payable by the Applicant once the City receives the invoice.
7.a.	Comment acknowledged.
8.	Per Section 98-13(b)(4) As provided in the City's fee schedule (Resolution 2018/194) The initial site plan application fee includes the first review plus two resubmittals. Any resubmittal after the 3rd site plan review requires a fee of 30% of the initial application fee to be submitted for each submittal thereafter.
8.a.	Comment acknowledged.
9.	Per Section 98-13(8)(j) The attached document titled Conceptual Engineering Plan are advisory comments and shall be addressed upon submittal of the engineering permit. Applicant must not resubmit conceptual engineering plan sets or address these comments during the DRC process.
9.a.	Comment not addressed. Conceptual Plans are bound to site plan set and were resubmitted. <u>Conceptual Engineering sheets must be removed from bound sets and coverpage.</u> Conceptual engineering sets must be submitted at the time of engineering permit.
9.b.	Comment addressed.
10.	Per Section 98-13(b)(5) Provide original disclosure affidavits for all owners and representatives acting on behalf of the application. Updated disclosure affidavits are required for the property owner and agents/representatives for the project.
10.a.	Comment not addressed.
10.b.	Comment addressed.
11.	The plan sets are not bound in the required sheet order. As previously advised, the sheets must be in the following sheet order: Coverpage, Survey, Site Plan, etc. Survey must be bound after the Coverpage in the 11x17 and 24x36 sets to comply with Code.
11.a.	Comment not addressed. Sheets are required to be bound in following order: Coverpage, Survey, Site Plan, Site Details, Elevations, Floor Plans, Landscape Plan, Irrigation Plan, Photometrics.
11.b.	Comment addressed.
12.	Revise trip generation calculation to reflect square footage of existing building as provided on the survey. Traffic review comments on the trip calculation will be forthcoming under separate cover.
12.a.	Comment addressed.

Development Plan Application Comments

13.	Indemnification Agreement submitted by the applicant concerning the existing Restrictive Covenant (PB 17338, PG 152) is under review by the City Attorney. Comments concerning the Indemnification Agreement will be provided as separate cover. Cost recovery fee at noted in the following comment is required for review.
13.a.	Comment pending City Attorney review.
13.b.	Comment addressed.
13.	Cost recovery fees – pursuant to Chapter 98, Article VII of the Land Development Code, cost recovery fees will be payable by the Applicant for review of the application. A cost recovery account will need to be established with the City, with payment required prior to being scheduled for the first public hearing. This fee is payable to the City of Deerfield Beach. Should the City's consultant fees exceed the deposit amount, additional fees may be payable by the Applicant. The current estimated amount of cost recovery fees required for this application are: • Traffic Review: <u>\$560.00</u> • Legal Review: <u>\$1,000.00</u> Submit a check for the total amount of both reviews to the City of Deerfield Beach upon resubmittal of the application.
13.a.	Comment addressed.

B. **COVERPAGE:**

1.	Revise site data calculations to be consistent with existing building square footage provided on survey. Note, calculations must be consistent with site plan/survey.
1.a.	Comment addressed.

C. **SURVEY:**

1.	Per Section 98-13(8)(b)(1) Provide a certified boundary survey, in conformance with Chapter 61G17, Florida Administrative Code, no more than one year old from the submittal date and extending to the center line of all adjacent streets, which specifies gross and net acreage or square footage. Survey does not include gross acreage and must be revised accordingly.
1.a.	Comment not addressed.
1.b.	Comment addressed.
2.	Per Section 98-13(8)(b)(5) Provide a title policy, title commitment, title search/exam, opinion of title or property information report current to within one year, identifying any encroachment, encumbrance, violation, or variance, as well as the date, policy number, issuers name, address and the disposition of all schedule B-II encumbrances. Ensure are applicable information from title search is provided on survey and current within one year. Title search on survey is dated March 13, 2019.
2.a.	Comment not addressed.
2.b.	Comment addressed.

D. **SITE PLAN:**

1.	Survey states existing building is 55,807 SF while coverpage and site plan state that it's 55,829 SF. Revise all calculations to be consistent.
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Development Plan Application Comments

1.a.	Comment addressed.
2.	Confirm calculations provided in site data table for maximum lot coverage. Site data table states maximum lot coverage permitted is 50% totaling 102,992 SF. However, 50% of 205,979.6 SF (net site area) is 102,989.8 SF. Correct calculations throughout table.
2.a.	Comment addressed.
3.	Provide parking details on site details sheet for existing and proposed handicap, standard and compact spaces. Ensure they comply with Code requirements in Schedule C. Note all spaces shall be provided with concrete wheel stops or extruded curbing placed 30 inches from the edge of the pavement.
3.a.	Comment partially addressed. Provide parking details for compact parking spaces. Provide measurement of wheel stop from back of stop to edge of pavement, ensuring it's a minimum of 30 inches. Parking details may be provided on separate site details sheet.
3.b.	Comment addressed.

E. ADDITIONAL COMMENTS:

1.	Applicant must provide a response that they acknowledge the following comments.
1.a.	Comment addressed.
2.	You are required to contact Broward County's Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666) concerning their transit oriented concurrency process. Provide documentation that this has been completed and that any payments have been made as appropriate.
2.a.	Comment acknowledged.
3.	Prior to the issuance of a building permit, the applicant must receive a Certificate of Concurrency Letter from the Planning and Development Services Department. This letter will serve as the Development Permit as required under Section 98-18 of the Land Development Code of the City of Deerfield Beach for approval of the site plan.
3.a.	Comment acknowledged.
4.	A Building permit will not be issued until the applicant has also received approval of an Engineering permit for the Environmental Services Department.
4.a.	Comment acknowledged.
5.	As with all developments in Deerfield Beach, before a building permit can be issued, this development must receive approval from the Broward County Environmental Protection and Growth Management Department, Development and Environmental Regulation Division (954-357-6666).
5.a.	Comment acknowledged.
6.	Per Section 98-14(f) An application for development plan shall be deemed to have been abandoned becoming null and void after six months of inactivity. If an application has no activity within this time frame, then a new application for development plan along with all applicable fees shall be submitted should the applicant wish to proceed with the project.
6.a.	Comment acknowledged.

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Gen 3 Building C	Application No.:	90-I-50 Rev. 10
Reviewer Name:	Harold Hoyte	Project Address:	1371 SW 30th Ave
Department / Division:	Landscape		
Position:	Landscape Architect		
Date of Review:	9/2/21		
Submittal No.:	2		

A. LANDSCAPING PLAN:

1.	Add 4 additional interior islands per Section 98-80 (e)(9).
1.a	Comment addressed 9/2/21
2.	Add 1 tree and 20 shrubs minimum, to landscape islands (interior and terminal) per Section 98-80 (e)(11).
2.a	Comment addressed 9/2/21
3.	Per Section 98-80 (i), add sight triangles (10 feet x 50 feet) on the property. Remove hedges over 30 inches and multi-trunk trees or multi-trunk palms shown within the sight triangles.
3.a	Comment addressed 9/2/21
4.	Per Section 98-80 (e)(2)(c), add two small trees to the perimeter buffer.
4.a	Comment addressed 9/2/21
5.	Per Section 98-80 (k), revise sizes of trees to meet minimum standards per code.
5.a	Comment addressed 9/2/21

Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Gen3 Building C Major Site Plan	Application No.:	19-I-51 Rev.10
Reviewer Name:	A. Orellana		
Department/Division	Environmental Svcs.		
Position:	Plans Review Engineer		
Date of Review:	06-16-2021		
Submittal No.:			

A. APPLICATION / GENERAL COMMENTS:

1.	The Environmental Services Division has no objection to the proposed Major Site Plan application.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	GEN 3 BLD C	Application No.:	90-I-51 REV 10
Reviewer Name:	CAPT. MIKE HEFFERON		
Department / Division:	BSO FIRE PREVENTION		
Position:	CAPTAIN		
Date of Review:	05/26/21		
Submittal No.:	1		

A. APPLICATION / GENERAL COMMENTS:

1.	A complete set of permitted plans must be submitted for review and approval prior to all construction. All permitted plans must document on plans that a certificate of occupancy shall not be issued until the AHJ determines that the building is in compliance with section 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) with Broward County Local Amendments to the Florida Fire Prevention Code 6TH Ed., NFPA 1-Fire Code, Florida Edition 2015, NFPA 101-Life Safety Code, Florida Edition 2015.
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B. SITE PLAN:

1.	SITE PLAN IS APPROVED AS SUBMITTED
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Gen3 Building C Major Site Plan Revision 10	Application No:	90-I-51 Rev. 10
Reviewer Name:	Cesar E. Osegueda		
Department / Division:	Sustainable Management		
Position:	Code Compliance Spec.		
Date of Review:	05-27-2021		
Submittal No:	1		

A. RECYCLING & SOLID WASTE DIVISION:

1.	The above Site Plan Application, located at 1371 SW 30th Avenue Deerfield Beach, FL 33442, has been reviewed by the Sustainable Management Dept. (Recycling and Solid Waste Division) and was found to be Acceptable as it relates to collection services and location of Recycling/Solid Waste Receptacles.
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Development Plan Application Comments



DEVELOPMENT REVIEW COMMITTEE

Project Name:	Gen 3 LLC	Application No.:	90-I-51 Rev. 10
Reviewer Name:	Bryan Kelley	Project Address:	1371 SW 30th Avenue
Department/Division:	Traffic Engineering		
Position:	Consultant		
Date of Review:	08-20-21		
Submittal No.:	2		

A.	Traffic Study
1.	Update the existing trip generation calculation to match the square footage shown on the Site Plan.
1.a.	Comment addressed.
2.	Include in the text of the statement, the difference in trips between the proposed and existing uses.
2.a.	Comment addressed.



DEVELOPMENT PLAN APPLICATION

PROVIDE IN FULL THE FOLLOWING INFORMATION (TYPE OR PRINT LEGIBLY)

One application may be submitted for multiple requests. Unless otherwise directed by staff, the following items with associated attachments are required for staff to determine the application is complete for processing by the City.

PROJECT INFORMATION:

TYPE OF REQUEST (check all that apply)

- | | |
|---|---|
| ☒ New Site Plan / Site Plan Modification (See Attachment A) | ☐ Plat or Plat Note Amendment (See Attachment F) |
| ☒ Community Appearance Board (See Attachment B) | ☐ Conditional Use (See Attachment G) |
| ☐ Variance (See Attachment C) | ☐ Vacation & Abandonment (See Attachment H) |
| ☐ Technical Deviation (See Attachment D) | ☐ ROW Variance (See Attachment I) |
| ☐ Rezoning (See Attachment E) | ☐ Sign Variance (See Attachment J) |

Project Name: GEN 3 - Bldg C

Property Owner: Peter Bryk

Applicant (if different from Owner): N/A

Agent (if different from Owner/Applicant): _____

Address of Property: 1371 SW 30th Avenue, Deerfield Beach, FL 33442-8149

Legal Description of Property (lot, block, tract, subdivision): _____

MANCHESTER PLAT 124-24B A POR PAR C DESC S COMM AT NW COR PAR C; E 0.79 ELY & SELY 63.62 TO

POB ELY, SELY 87.32 TO P/R/C; SELY 48.16; SELY 203.92; SE 34.79; S 137.85; CONT SLY 153.01; WLY 227.58; CONT W 300, N 365.60 TO POB & BEG NW COR PAR C, W 5.60 S 365.80, E 70, N 365.50, W 63.62, W 0.79 TO POB

Description of Project: New 29,480 sf, Ventilated Warehouse Storage Building located at 1371 SW 30th Avenue, Deerfield Beach in Broward County Florida.

New Development (Y/N):

No

Modification to Existing Development (Y/N):

Yes

Zoning District:

I - Industrial

Future Land Use Category:

I- Industrial

Existing Use:

Factory Industrial

Proposed Use:

Factory / Industrial

Lot Area (acres):

205,979.6 Sq Ft or 4.73 Acres

Number of Dwelling Units (proposed):

N/A

Sq. Ft. of Structure (existing):

Bldg B: 55,829 SF

Sq. Ft. of Structure (proposed):

Bldg C: 29,480 SF

Agent Signature:

Same as Owner

Owner Signature:

Name Printed:

Peter Bryk

Address:

3333 SW 15th Street, Deerfield Beach, FL 33442

Telephone:

954-246-5000

Email:

pbryk@wilengroup.com





DISCLOSURE AFFIDAVIT

The City of Deerfield Beach requires all applicants, and persons and/or entities doing business with the City, to disclose any potential for or conflict of interest as stated below. Per Ordinance No. 2009/006 of the City of Deerfield Beach, the adopted Ethics Code contains the following:

Section 5. Disclosure and Behavior Requirements of Applicants and Persons/Entity seeking a City contract or currently doing business with the City.

Any applicant for a land use change or development permit requiring approval of the City Commission, or any person/entity seeking a City contract through a request for proposal, request for qualification, or sealed bid process (all referred to as applicant):

- A. Shall not induce, attempt to offer, solicit or knowing assist any person in violating the Ethics Code.
- B. All applicants shall include the following with their application, proposal, or bid:

(Attach additional sheets as needed for each item.)

- 1. A listing of all campaign contributions to sitting City Commissioners in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation if the application is a corporation, or partners if the applicant is a partnership, or members, whether general or limited, if it is a limited liability company.

N/A

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

N/A

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

N/A

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, DAIME MAYO, have received a copy of the ordinance and understand the ordinance requirements.

Applicant DAIME MAYO - HNM ARCHITECTURE, LLC

[Signature]
Signature

2021 10 08
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 11 day of October, 2021 by

Jaime Mayo (Affiant), who is personally known to me or has produced _____ identification.

My commission expires: 2/16/2025

Commission No.: HH093784



Kristen Brown
(Signature of Notary Public - State of Florida)

Kristen Brown
(Print, Type, or Stamp Commissioned Name of Notary Public)



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N/A

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N/A

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N/A

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5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.
- C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Kevin Wiley, have received a copy of the ordinance and understand the ordinance requirements.

Applicant

[Signature]

Signature

10/4/21
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online notarization, this 4th day of October, 2021 by

Kevin Wiley (Affiant), who is personally known to me ~~or has produced~~ N/A identification.

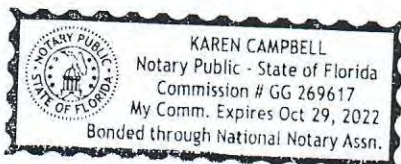
My commission expires: October 29, 2022

Commission No.: GG269617

[Signature]

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)





DISCLOSURE AFFIDAVIT

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NA

- 2. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable.

NA

- 3. Disclose any action that is a violation of the Ethics Code by a regulated office (in reference to the application) with the applicant and/or the applicant's agents, and what was done to rectify the violation (for example: if a gift was given, when demand was made for return of the gift.)

NA

4. An applicant shall fully, completely, accurately, and not misleadingly report and file all disclosures required by this Ethics Code, and shall fully, completely, accurately, and not misleadingly make all disclosures referenced in this Ethics Code and not omit material information, and/or file misleading and/or deceitful information in the disclosure.
5. An applicant has a continuing duty to report any violation of this Ethics Code related to their application.
6. Failure to disclose in compliance with this Section shall be a violation of this Ethics Code and shall be grounds for the City Commission to void or rescind any approval or contract.

C. No applicant shall, directly or indirectly, induce, encourage, or aid anyone to violate any provision of this Code.

I, Peter S. Bryk, have received a copy of the ordinance and understand the ordinance requirements.

Applicant
Peter S. Bryk
Signature

9/23/2021
Date

SWORN TO AND SUBSCRIBED Before me by means of ☒ physical presence or ☐ online

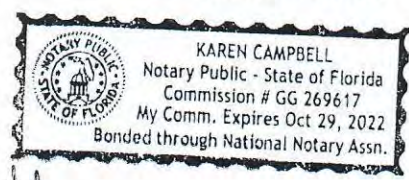
notarization, this 23rd day of September, 2021 by

Peter Bryk (Affiant), who is personally

known to me or has produced N/A identification.

My commission expires: Oct 29 2022

Commission No.: GG 269617



K Campbell
(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

GEN 3

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FL 33442-8149

[illegible]

VICINITY MAP

<u>OWNER:</u>	<u>LANDSCAPE ARCHITECTURE:</u>
GEN 3	<u>ARCHITECTURAL LAND DESIGN INC.</u>
3333 SW 15th Street	2780 South Horseshoe Dr. Ste. 5
Deerfield Beach, FL 33442	Naples, FL 34104
Contact: Peter Bryk	Contact: Lynn Bender
T - 954-246-5000 E - pbryk@wilengroup.com	T - 561-644-3237

LANDSCAPE ARCHITECTURE:
ARCHITECTURAL LAND DESIGN INC.
 2780 South Horseshoe Dr. Ste. 5
 Naples, FL 34104
 Contact: Lynn Bender
 T - 561-644-3237
 E - lbenderlarch@gmail.com

ARCHITECT:
HNH ARCHITECTURE, LLC
 3705 North Federal Highway
 Delray Beach, FL 33435
 Contact: Jaime O. Mayo
 T - 561-733-2225 E - jmayo@hnh-architecture.com

CIVIL ENGINEER:
GLOBE ENGINEERING, INC.
 4839 SW 148 Avenue Suite 507
 Fort Lauderdale, Florida 33330
 Contact: Martin Pilote

CIVIL ENGINEER:
GLOBE ENGINEERING, INC.
4839 SW 148 Avenue Suite 507
Fort Lauderdale, Florida 33330
Contact: Martin Pilote
T 954-3416-7628
E - martin@civil-engineer.us

CONTRACTOR:
BUTTERS CONSTRUCTION & DEVELOP.
 6820 Lyons Technology Circle, Suite 100
 Coconut Beach, FL 33073
 Contact: Malcolm Butters
 T 954-570-8111 / E - malcolm@butters.com

STRUCTURAL ENGINEER:
BBM STRUCTURAL ENGINEERS
 399 West Palmetto Park Road, Suite 200
 Boca Raton, Florida 33432

STRUCTURAL ENGINEER:
BBM STRUCTURAL ENGINEERS
399 West Palmetto Park Road, Suite 200
Boca Raton, Florida 33432
Contact: Joel Middlebrooks
T 9561-750-1916
E - jmiddlebrooks@bbmstructural.com

MECH, ELECT, & PLUMB. ENGINEER:
KAMM CONSULTING, INC
1407 W. Newport Center Drive
Deerfield Beach, FL 33442
Contact: Ron Sloan
T 954-949-2200 E - rsloan@kammconsulting.com

A-0.0	COVER SHEET, SURVEY
<u>CIVIL (NOT INCLUDED IN THIS SET BUT SUBMITTED SEPARATELY)</u>	
C-1	PAVING AND DRAINAGE PLAN
C-2	WATER AND SEWER PLAN
C-3	STORMWATER POLLUTION AND PREVENTION PLAN
C-4	CIVIL ENGINEERING DETAILS
C-5	CIVIL ENGINEERING DETAILS
C-6	CITY OF DEERFIELD BEACH UTILITY DETAILS
C-7	CITY OF DEERFIELD BEACH UTILITY DETAILS
C-8	CIVIL ENGINEERING SPECIFICATIONS
<u>ARCHITECTURAL</u>	
A-0.2	SITE PLAN
A-0.4	SITE DETAILS
A-4.0	BUILDING ELEVATIONS
A-4.0A	RENDERED ELEVATIONS
A-4.1	BUILDING SECTION AND ENTRY ELEVATION DETAILS
A-1.0	FLOOR PLAN
<u>LANDSCAPING</u>	
TP-1	EXISTING TREE DISPOSITION PLAN
LP-1	LANDSCAPE PLAN
LP-2	LANDSCAPE PLAN
LP-3	PLAN LIST, SPECIFICATIONS & DETAILS
IR-1	IRRIGATION PLAN
IR-2	IRRIGATION PLAN
IR-3	IRRIGATION PLAN
A-0.3	PHOTOMETRIC SITE PLAN

DRAWING INDEX

OVERALL SITE AREA:	4.73 acres
ZONING CLASSIFICATION:	F-1 - Industrial
OCCUPANCY CLASSIFICATION:	4758" Max (at Bldg Entry Panel)
TYPE OF CONSTRUCTION:	III-B (FULLY SPRINKLERED)
MAX. ALLOWABLE BLDG. HT:	75'-0
PROPOSED MAX BLDG HT:	
Existing Building 'A' sq ft Area:	18,154 Sq Ft
Existing Building 'B' sq ft Area:	55,807 Sq Ft
Warehouse:	
Driver's Lounge:	1,369 Sq Ft

GROSS BUILDING AREA: 73,961 Sq Ft (36% of Site Area)
 83,959.6 sf (41% of Site Area)
 Max Lot Coverage Allowed (50%): 102,989.8 sf (50% of Site Area)

<u>LANDSCAPE AREA:</u>	47,963 sf (23% of Site Area)
Min Landscape Area Req'd (15%)	

IMPERVIOUS AREA:
(NOT Including Bldg Footprint)

Required Setbacks:
Front: 25 feet / Corner: 15 feet / Side: 5 feet / Rear: 10 feet
(Refer to Site Plan for Proposed Set Backs)

PARKING STATS

Gross Bldg Area (A&B):	73,961 sf
less Exterior Covered Entries (B):	461 sf
less Meter / Pump Rooms (B):	491 sf
Net Bldg Area (A&B):	73,009 sf
*Manuf/Industrial & Commercial not open to public:	
1/500 sf (1st 10K sf) 1/1,000 sf thereafter	
*Total Parking Required: 84 Stalls (incl 4 HC)	
Total Parking Provided: 84 Stalls (incl 4 HC)	
-Also includes: - 54 Standard (64% of Total)	
12 Industrial Compact (14% of Total)	
- 18 Commercial Compact (22% of Total)	

EXISTING SITE & BUILDING STATISTICS

ALL WORK TO COMPLY WITH THE FOLLOWING CODES:

THIS PROJECT IS TO BE BUILT IN ACCORDANCE WITH ALL CITY OF
DEERFIELD BEACH BUILDING DEPARTMENT REQUIREMENTS AND AMENDMENTS, BROWARD
COUNTY REQUIREMENTS AND FOLLOWING CODES:

- 2014 FLORIDA BUILDING CODE
- NATIONAL ELECTRICAL CODE 2008
- 2012 THE FLORIDA FIRE PREVENTION CODE
- NFPA-101, 2012 EDITION W/ FLORIDA AMENDMENTS
- NFPA 1 UNIFORM FIRE CODE 2012 W/ FLORIDA AMENDMENTS
- FLORIDA STATUTES
- FLORIDA ADMINISTRATIVE CODE
- NFPA 24 (UNDERGROUND),
- NFPA 13 (FIRE SPRINKLER)
- NFPA 20 2010 (FIRE PUMP)
- NFPA 72 2010 (FIRE ALARM)

A CERTIFICATE OF OCCUPANCY SHALL NOT BE ISSUED UNTIL AHJ DETERMINES THAT THE BUILDING IS IN COMPLIANCE WITH SECTION 118 (TWO WAY RADIO ENHANCEMENT SYSTEM) WITH BROWARD COUNTY LOCAL AMENDMENTS TO THE FLORIDA FIRE PREVENTION CODE, NFPA 1-FIRE CODE, FLORIDA EDITION 2012, NFPA 101-LIFE SAFETY CODE, FLORIDA EDITION 2012.

GENERAL NOTES

OVERALL SITE AREA: 4.73 acres

ZONING CLASSIFICATION: F-1 - Industrial
 OCCUPANCY CLASSIFICATION: 47-18" Max (at Bldg Entry Panel)
 TYPE OF CONSTRUCTION: III-B (FULLY SPRINKLERED)
 MAX. ALLOWABLE BLDG. HT: 75'-0"
 PROPOSED MAX BLDG HT: 54,438 Sq Ft
 Existing Building 'B' sq ft Area: 55,807 Sq Ft
 Warehouse:
 Driver's Lounge: 1,369 Sq Ft
 New Building 'C-1' sq ft Area: 29,480 Sq Ft

GROSS BUILDING AREA: 85,287 Sq Ft (41.40% of Site Area)
102,989.8 sf
Max Lot Coverage Allowed (50%): (50% of Site Area)
85,139.09 sf (41.38% of Site Area)

LANDSCAPE AREA: 35,481.51 sf (17.22% of Site Area)
Min Landscape Area Req'd (15%)
_Refer to landscape docs for screening details

IMPERVIOUS AREA:
(NOT Including Bldg Footprint)

Required Setbacks:
Front: 25 feet / Corner: 15 feet / Side: 5 feet / Rear: 10 feet
(Refer to Site Plan for Proposed Set Backs)
Proposed Setbacks:
Front: 80'-6 $\frac{3}{4}$ " / Side: 7'-3 $\frac{7}{16}$ " / Rear: 61'-3 $\frac{3}{16}$ "

PARKING STATS

Gross Bldg Area (B&C-1):	85,287 sf
less Exterior Covered Entries :	698 sf
less Meter / Pump Rooms:	884 sf
Net Bldg Area :	83,705 sf

Manuf/Industrial & Commercial not open to public:
1/500 sf (1st 10K sf) 1/1,000 sf thereafter

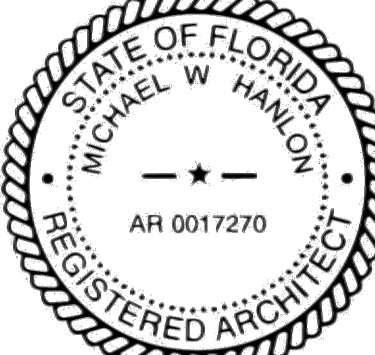
76 Stalls Required: 95 Stalls (incl 6 HC)
 181 Parking Provided: 95 Stalls
 125 Green and Hand Comp Stalls (26.3% of 509 Total Allowed)
 (48.4% of Total)
 (18.9% of Total - 25% Allowed)

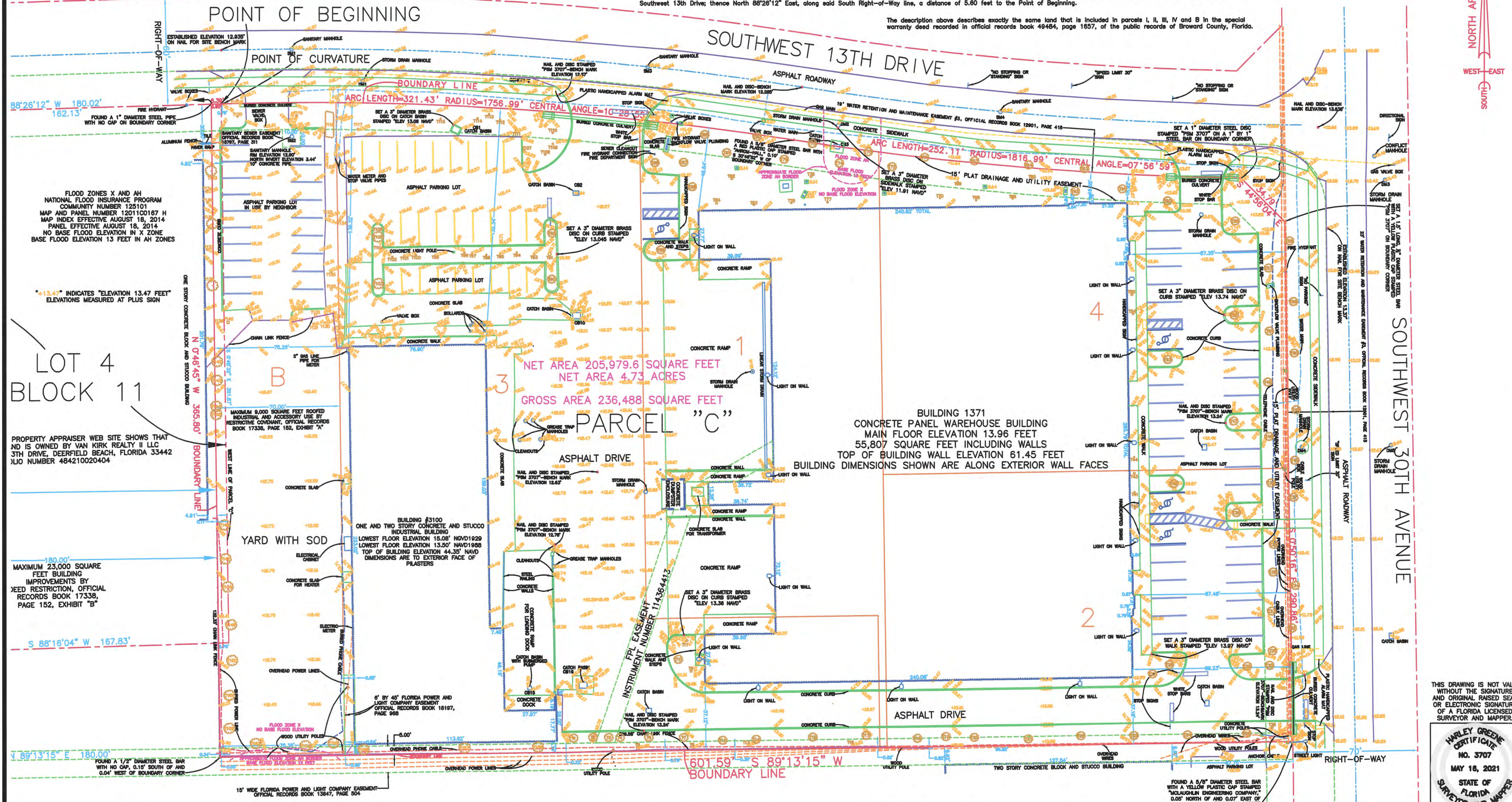
PROPOSED SITE & BUILDING STATISTICS

GEN 3
BLDG C-1
1371 SOUTHWEST 30TH AVE
DEERFIELD BEACH, FLORIDA 33441

BLDG C-1
1371 SOUTHWEST 30TH L
DEERFIELD BEACH, FLORIDA

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

 2021-10-10 DRC COMMENTS	
NO.	DATE REVISION
ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.	
CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.	
 3705 North Federal Highway • Delray Beach, Florida 33483 • 561.733.2225 info@hnm-architecture.com • AA26000736 • www.hnm-architecture.com	
 MICHAEL W. HANSON FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270	
ELECTRONIC SIGNATURE SERIAL NUMBER:	
HNM PROJECT NUMBER: 15-001.4	
ISSUED DATE: 2021-10-12	
SCALE: AS NOTED	
TITLE: COVER SHEET	
DRAWING NUMBER: A-0.0	



THE NORTH AMERICAN VERTICAL DATUM OF 1988 BENCH MARK USED FOR THIS TOPOGRAPHIC SURVEY IS A FLORIDA DEPARTMENT OF TRANSPORTATION BRASS DISC, B.L.C. 1, WITH A BRASS PLATE STAMPED SR869/08/09/004, 276" WEST OF THE WEST SIDEWALK OF SOUTHWEST 30TH AVENUE AND 1' SOUTH OF THE SOUTH SIDEWALK OF 10TH STREET, ELEVATION 13.14 FEET.

THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 BENCH MARK USED FOR THIS SURVEY IS BROWARD COUNTY #2610, A SQUARE CUT ON THE NORTH EDGE OF THE CONTROL STRUCTURE ON THE NORTH SIDE OF SOUTHWEST 10TH STREET AND EAST SIDE OF 30TH AVENUE, ELEVATION 14.09 FEET.

ELEVATIONS SHOWN ON THIS DRAWING ARE NAVD 1988.

ADD 1.58 FEET TO NAVD 1988 ELEVATIONS TO OBTAIN NGVD 1929 DATUM ELEVATIONS FOR THIS SITE.

© COPYRIGHT 2019 HARLEY GREENE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 3707
19208 NORTHEAST 30TH AVENUE, SUITE 301
AVENUE, FLORIDA 33190-3217
PHONE: 854 522-0193 (BROWARD COUNTY)
OR 505 932-2943 (MIAMI-DADE COUNTY)
EMAIL: HARLEY@HARLEYGREENE.COM

REVIEWS:
1. JULY 28, 2012, ORIGINAL DATE OF SURVEY
2. AUGUST 4, 2012, CONVERTED TO NAVD 1988 AND ADDED ELEVATIONS OF DRAINAGE STRUCTURE
3. DECEMBER 1, 2012, REMOVED ELEVATIONS, ADDED TITLE REPORT EASEMENTS AND PARCELS
4. DECEMBER 17, 2012, REVISED OWNER CERTIFICATION NAME
5. JUNE 1, 2021, AREA AND TITLE REPORT REVISED

6. APRIL 22, 2017, SPOT SURVEY OF BUILDING UNDER CONSTRUCTION
7. JULY 10, 2017, FINAL SURVEY
8. APRIL 10, 2018, RE-REVIEWED
9. MAY 20, 2019, ADDED LOADING DOCK DRIVEWAY ELEVATIONS AND REVISED NORTHWEST PARKING LOT
10. MAY 16, 2021, UPDATED SURVEY
11. SEPTEMBER 1, 2021, AREA AND TITLE REPORT REVISED

I HEREBY CERTIFY EXCLUSIVELY TO GEN3, LLC, TO WILEN COMMERCIAL PROPERTIES, LLC, TO CITIBANK, N.A., TO GOREN, CHEURON, DODDY & EZRO P.A., AND TO CHICAGO TITLE INSURANCE COMPANY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH PURSUANT TO SECTION 472.027, FLORIDA STATUTES, BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-17.050 THROUGH 54-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

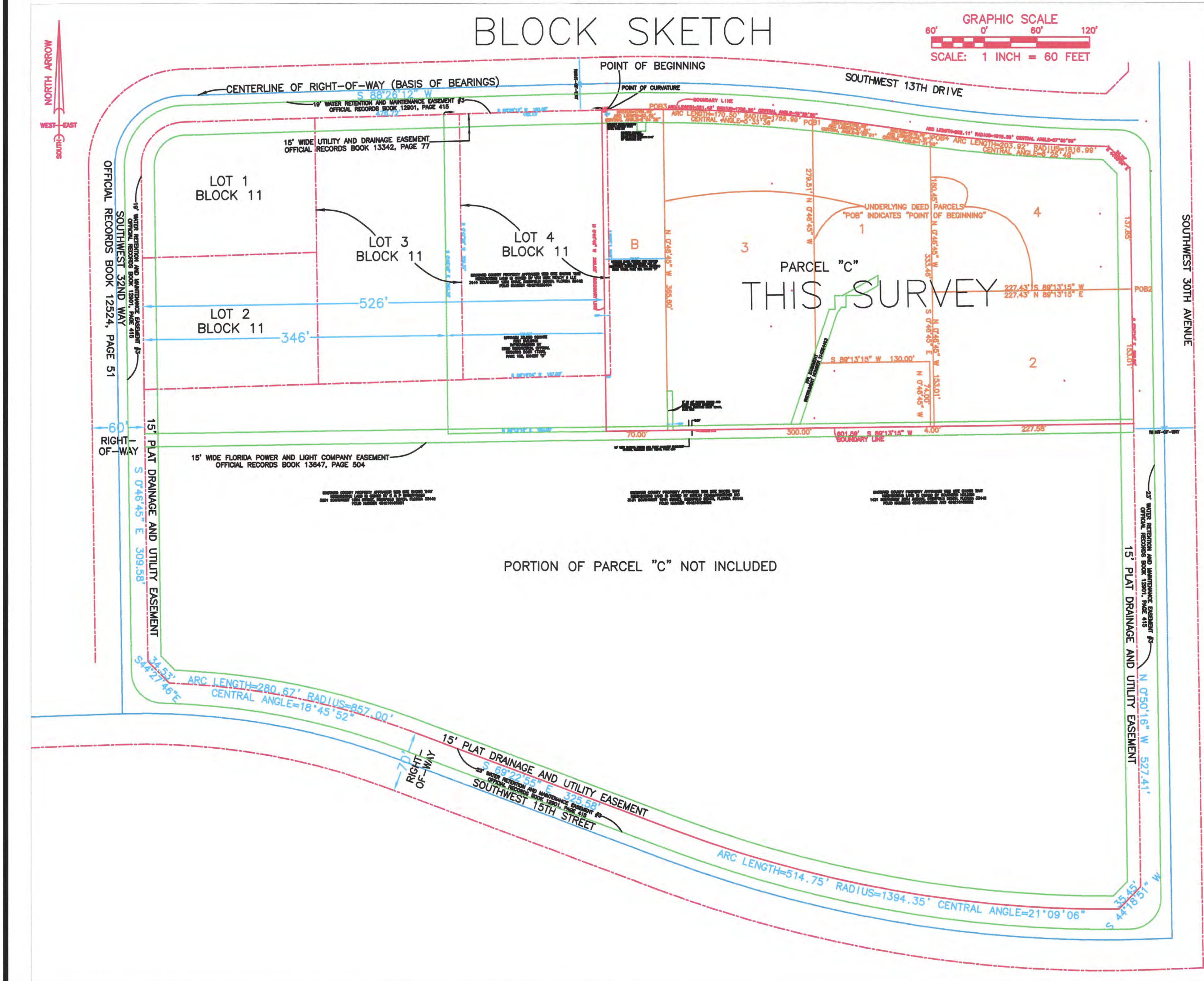
Harley Greene
HARLEY GREENE - UPDATED SURVEY MAY 16, 2021

BOUNDARY SURVEY

1371 SOUTHWEST 30TH AVENUE, DEERFIELD BEACH, FLORIDA 33442-8149

48/42/10

BLOCK SKETCH

GRAPHIC SCALE
60' 0' 60' 120'
SCALE: 1 INCH = 60 FEET

TREE LIST			TREE LIST			TREE LIST		
NUMBER	DIAMETER	TYPE	NUMBER	DIAMETER	TYPE	NUMBER	DIAMETER	TYPE
T1	2"	CASSIA	T81	3"	MANGROVE	T121	8"	COCONUT PALM
T2	2"	CASSIA	T82	3"	JATROPHA	T122	8"	OAK
T3	2"	CASSIA	T83	3"	PALATKA HOLLY	T123	8"	OAK
T4	2"	CASSIA	T84	3"	PALATKA HOLLY	T124	8"	OAK
T5	10"	BLACK OLIVE	T85	10"	SABAL PALM	T125	10"	OAK
T6	2"	SILVER BUTTWOOD	T86	10"	SABAL PALM	T126	10"	SABAL PALM
T7	2"	SILVER BUTTWOOD	T87	5"	PALATKA HOLLY	T127	10"	SABAL PALM
T8	12"	BLACK OLIVE	T88	8"	SABAL PALM	T128	10"	SABAL PALM
T9	12"	SABAL PALM	T89	8"	SABAL PALM	T129	10"	SABAL PALM
T10	3"	OAK	T90	8"	SABAL PALM	T130	8"	SABAL PALM
T11	12"	SABAL PALM	T91	3"	PALATKA HOLLY	T131	11"	SABAL PALM
T12	2"	SILVER BUTTWOOD	T92	4"	OAK	T132	17"	SABAL PALM
T13	12"	BLACK OLIVE	T93	3"	PALATKA HOLLY	T133	3"	TABESBIA ROSEA
T14	2"	SILVER BUTTWOOD	T94	4"	OAK	T134	13"	SABAL PALM
T15	2"	SILVER BUTTWOOD	T95	3"	PALATKA HOLLY	T135	8"	SABAL PALM
T16	2"	SILVER BUTTWOOD	T96	4"	OAK	T136	3"	TABESBIA ROSEA
T17	2"	SILVER BUTTWOOD	T97	10"	SABAL PALM	T137	13"	SABAL PALM
T18	2"	SILVER BUTTWOOD	T98	11"	SABAL PALM	T138	10"	TABESBIA ROSEA
T19	2"	SILVER BUTTWOOD	T99	4"	OAK	T139	10"	SABAL PALM
T20	2"	SILVER BUTTWOOD	T100	3"	PALATKA HOLLY	T140	17"	SABAL PALM
T21	2"	SILVER BUTTWOOD	T101	20"	MANHOGANY	T141	12"	SILVER BUTTWOOD
T22	2"	SILVER BUTTWOOD	T102	4"	OAK	T142	2"	SILVER BUTTWOOD
T23	2"	CASSIA	T103	10"	SABAL PALM	T143	2"	SILVER BUTTWOOD
T24	2"	CASSIA	T104	10"	SABAL PALM	T144	2"	SILVER BUTTWOOD
T25	2"	CASSIA	T105	10"	SABAL PALM	T145	2"	SILVER BUTTWOOD
T26	12"	GREEN BAYWOOD	T106	2"	JATROPHA	T146	2"	SILVER BUTTWOOD
T27	2"	OAK	T107	2"	OAK	T147	2"	SILVER BUTTWOOD
T28	2"	OAK	T108	3"	TABESBIA ROSEA	T148	2"	SILVER BUTTWOOD
T29	4"	OAK	T109	3"	OAK	T149	2"	SILVER BUTTWOOD
T30	2"	JATROPHA	T110	4"	OAK	T150	2"	SILVER BUTTWOOD
T31	2"	SILVER BUTTWOOD	T111	20"	MANHOGANY	T151	2"	SILVER BUTTWOOD
T32	2"	GEIGER	T112	4"	OAK	T152	2"	SILVER BUTTWOOD
T33	2"	SILVER BUTTWOOD	T113	10"	SABAL PALM	T153	3"	CASSIA
T34	2"	GEIGER	T114	8"	SABAL PALM	T154	3"	CASSIA
T35	2"	SILVER BUTTWOOD	T115	11"	SABAL PALM	T155	2"	CASSIA
T36	2"	SILVER BUTTWOOD	T116	8"	SABAL PALM	T156	2"	SILVER BUTTWOOD
T37	2"	GEIGER	T117	11"	SABAL PALM	T157	2"	SILVER BUTTWOOD
T38	2"	SILVER BUTTWOOD	T118	10"	SABAL PALM	T158	2"	SILVER BUTTWOOD
T39	2"	OAK	T119	11"	SABAL PALM			
T40	11"	SABAL PALM	T120	10"	SABAL PALM			
T41	11"	SABAL PALM						
T42	2"	OAK						
T43	12"	SABAL PALM						
T44	2"	SABAL PALM						
T45	2"	GEIGER						
T46	2"	SILVER BUTTWOOD						
T47	2"	OAK						
T48	2"	GEIGER						
T49	2"	SILVER BUTTWOOD						
T50	2"	GEIGER						
T51	2"	SILVER BUTTWOOD						
T52	4"	OAK						
T53	4"	OAK						
T54	11"	SABAL PALM						
T55	12"	SABAL PALM						
T56	2"	GEIGER						
T57	2"	SILVER BUTTWOOD						
T58	2"	GEIGER						
T59	3"	OAK						
T60	4"	OAK						

- ADDRESSED BELOW ARE PERTINENT EXCEPTIONS THAT ARE LISTED IN THE PROPERTY INFORMATION REPORT FOR THIS PROPERTY DATED SEPTEMBER 27, 2021, BY CHICAGO TITLE INSURANCE COMPANY, FILE NUMBER 9892542, SIGNED BY CAROL LITTLE.
1. THE AFFIDAVIT SHOWN IN CLERK'S FILE NUMBER 114593790 HAS NO EFFECT ON THIS SURVEY DRAWING.
 2. THE MORTGAGE SHOWN IN CLERK'S FILE NUMBER 114593791 HAS NO EFFECT ON THIS SURVEY DRAWING.
 3. THE ASSIGNMENT OF RENTS SHOWN IN CLERK'S FILE NUMBER 114593792 HAS NO EFFECT ON THIS SURVEY DRAWING.
 4. ANY RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, AND EASEMENTS SHOWN ON THE PLAT OF MANCHESTER PLAT, RECORDED IN PLAT BOOK 124, PAGE 24, ARE SHOWN ON THIS DRAWING.
 5. ANY RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, AND EASEMENTS SHOWN ON THE PLAT OF POWERLINE INDUSTRIAL PARK, RECORDED IN PLAT BOOK 44, PAGE 11, ARE SHOWN ON THIS DRAWING.
 6. THE NOTICE RECORDED IN BOOK 1453, PAGE 290, HAS NO EFFECT ON THE SURVEY OF THIS PROPERTY.
 7. THE RIGHT-OF-WAY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 12524, PAGE 51, HAS NO EFFECT ON THIS SURVEY.
 8. THE 15' WATER RETENTION AND MAINTENANCE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 12901, PAGE 415, IS SHOWN ON THIS DRAWING.
 9. THE ORDINANCE RECORDED IN BOOK 13305, PAGE 908, HAS NO EFFECT ON THE SURVEY OF THIS PROPERTY.
 10. THE 15' WIDE UTILITY AND DRAINAGE EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 13342, PAGE 77, IS SHOWN ON THIS DRAWING.
 11. THE 15' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 13647, PAGE 504, IS SHOWN ON THIS DRAWING.
 12. THE RESOLUTION RECORDED IN BOOK 13792, PAGE 896, HAS NO EFFECT ON THE SURVEY OF THIS PROPERTY.
 13. THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 13894, PAGE 533, IS NOT RELATED TO THIS SURVEY.
 14. THE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 13918, PAGE 218, IS NOT RELATED TO THIS SURVEY.
 15. THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 15700, PAGE 555, IS NOT RELATED TO THIS SURVEY.
 16. THE 10' BY 10' SEWER EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 15797, PAGE 311, IS SHOWN ON THIS DRAWING.
 17. THE BUILDING RESTRICTIONS CONTAINED IN THE DEED RECORDED IN OFFICIAL RECORDS BOOK 17338, PAGE 152, ARE SHOWN ON THIS DRAWING.
 18. THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 17844, PAGE 748, HAS NO EFFECT ON THIS SURVEY.
 19. THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 17892, PAGE 333, HAS NO EFFECT ON THIS SURVEY.
 20. THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 17732, PAGE 117, HAS NO EFFECT ON THIS SURVEY.
 21. THE DECLARATION RECORDED IN OFFICIAL RECORDS BOOK 17906, PAGE 547, HAS NO EFFECT ON THIS SURVEY.
 22. THE ASSIGNMENT RECORDED IN OFFICIAL RECORDS BOOK 18009, PAGE 983, HAS NO EFFECT ON THIS SURVEY.
 23. THE 6' BY 45' FLORIDA POWER AND LIGHT COMPANY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 18197, PAGE 988, IS SHOWN ON THIS DRAWING.
 24. THE DEED RECORDED IN OFFICIAL RECORDS BOOK 19082, PAGE 819, IS NOT RELATED TO THIS SURVEY.
 25. THE ORDINANCE RECORDED IN BOOK 28202, PAGE 39, HAS NO EFFECT ON THE SURVEY OF THIS PROPERTY.
 26. THE PERMIT RECORDED IN INSTRUMENT NUMBER 114463543 IS NOT RELATED TO THIS SURVEY.
 27. THE FLORIDA POWER AND LIGHT COMPANY UNDERGROUND EASEMENT RECORDED IN INSTRUMENT NUMBER 114364413 IS SHOWN ON THIS DRAWING.
- ALL INSTRUMENT AND BOOK AND PAGE NUMBERS REFER TO THE BROWARD COUNTY PUBLIC RECORDS.

The description below describes exactly the same land that is included in parcels I, II, III, IV and B in the special warranty deed recorded in official records book 49494, page 1657, of the public records of Broward County, Florida.

LAND DESCRIPTION

A portion of Parcel "C" of "Manchester Plat", according to the plat thereof, as recorded in Plat Book 124, page 24, together with a portion of Lot 4, Block 11, of "Powerline Industrial Park", according to the plat thereof, as recorded in Plat Book 44, Page 11, both of the Public Records of Broward County, Florida, being more particularly described as follows:

Beginning at the Northwest corner of said Parcel "C", said point being further described as the intersection of the South Right-of-Way line of Southwest 13th Drive and the West line of said Parcel "C", as shown on the said "Manchester Plat"; thence on an assumed bearing of North 88°26'12" East along said South Right-of-Way line, a distance of 0.79 feet to the Point of Curvature of a circular curve to the right; thence Easterly and Southeasterly along the arc of said curve and said South Right-of-Way line, having a radius of 1758.99 feet, a central angle of 10°28'55" and an arc distance of 321.43 feet to the Point of Reverse Curvature of a circular curve to the left; thence Southeasterly and Easterly along the arc of said curve and said South Right-of-Way line, having a radius of 1816.99 feet and a central angle of 7°58'59" and an arc distance of 282.11 feet; thence South 44°58'04" East, along a line parallel with and 525 feet East of as measured at a right angle to the East Right-of-Way line of Southwest 32nd Way, as recorded in Official Records Book 12524, Page 51, of the Public Records of Broward County, Florida, a distance of 365.80 feet to a point on the said South Right-of-Way line of Southwest 13th Drive; thence North 88°26'12" East, along said South Right-of-Way line, a distance of 5.60 feet to the Point of Beginning.

THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



BEARINGS ARE BASED ON SUBDIVISION PLAT BEARING FOR MARKERS FOUND ALONG THE CENTERLINE OF THE RIGHT-OF-WAY OF SOUTHWEST 13TH DRIVE. UNDERGROUND FOUNDATIONS OR STRUCTURES ARE NOT SHOWN. LOCATIONS OF BURIED UTILITIES SHOWN ARE APPROXIMATE AND MUST BE VERIFIED. LOCATION AND DIMENSIONS OF ANY VEGETATION SHOWN IS APPROXIMATE. EASEMENTS OR RIGHTS-OF-WAY OF RECORD WHICH COULD BE REVEALED BY A COMPLETE SEARCH OF THE PUBLIC RECORDS MAY NOT BE SHOWN. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY.

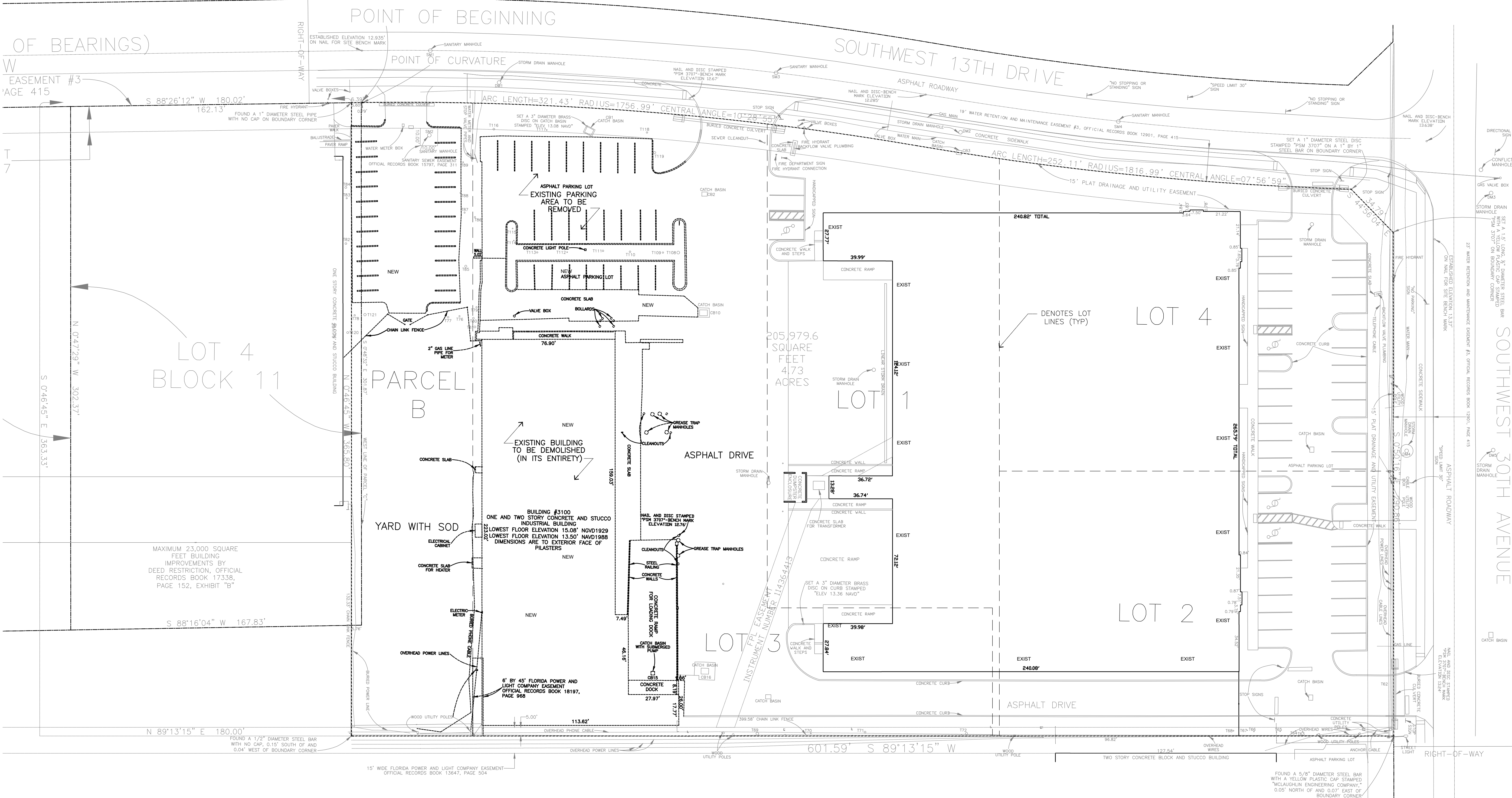
© COPYRIGHT 2019 HARLEY GREENE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 3707
19208 NORTHEAST 25TH AVENUE, UNIT 301
AVENTURA, FLORIDA 33180-3217
PHONE: 954 222-0163 (BROWARD COUNTY)
OR 305 932-2843 (MIAMI-DADE COUNTY)
EMAIL: harleygreene@comcast.net

REVISIONS:
1. JULY 28, 2012, ORIGINAL DATE OF SURVEY
2. AUGUST 4, 2012, CONVERTED TO NAVD 1988 AND ADDED ELEVATIONS OF DRAINAGE STRUCTURES
3. DECEMBER 1, 2012, REMOVED ELEVATIONS, ADDED TITLE REPORT EASEMENTS AND PARCELS
4. DECEMBER 17, 2012, REVISED OWNER CERTIFICATION NAME
5. DECEMBER 20, 2016, UPDATED SURVEY

6. APRIL 22, 2017, SPOT SURVEY OF BUILDING UNDER CONSTRUCTION
7. JULY 10, 2017, FINAL SURVEY
8. MARCH 10, 2018, RESURVEYED
9. MAY 20, 2019, ADDED LOADING DOCK DRIVEWAY ELEVATIONS AND REVISED NORTHWEST PARKING LOT
10. MAY 16, 2021, UPDATED SURVEY
11. SEPTEMBER 28, 2021, AREA AND TITLE REPORT REVISED

I HEREBY CERTIFY EXCLUSIVELY TO GEN3, LLC, TO WILEN COMMERCIAL PROPERTIES, LLC, TO CITIBANK, N.A., TO GOREN, CHEROFF, DODDY & EZROUL, P.A., AND TO CHICAGO TITLE INSURANCE COMPANY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH PURSUANT TO SECTION 472.027, FLORIDA STATUTES, BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17.050 THROUGH SJ-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

Harley Greene
HARLEY GREENE - UPDATED SURVEY MARCH 16, 2021



GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

NO.	DATE	REVISION

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

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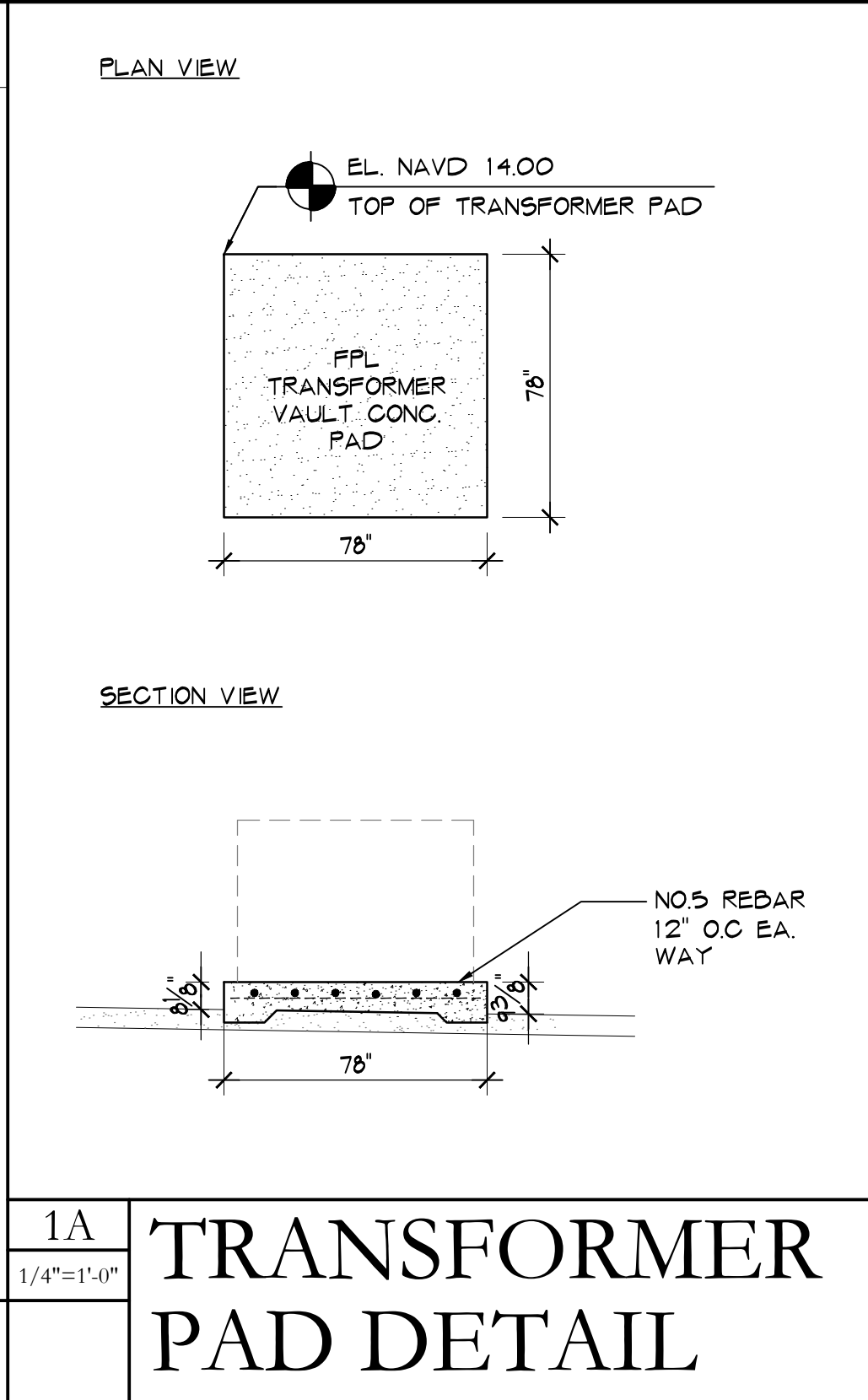
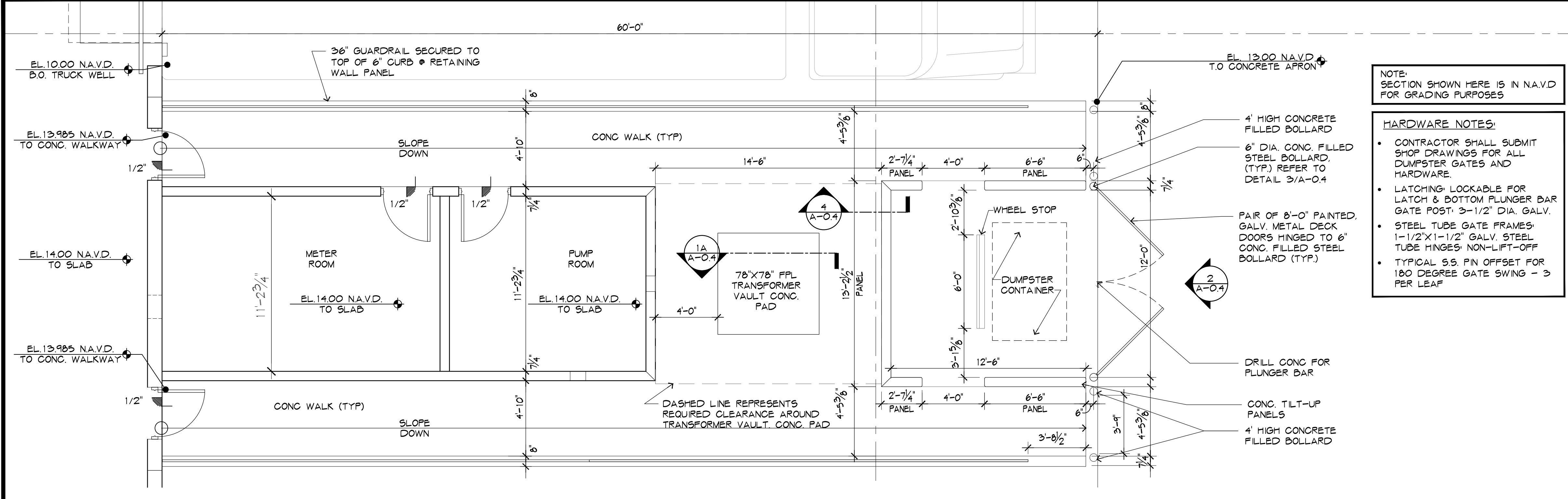


MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0012720
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:	15-001.4
ISSUED DATE:	2021-08-06
SCALE:	1" = 30'-0"
TITLE:	DEMO SITE PLAN

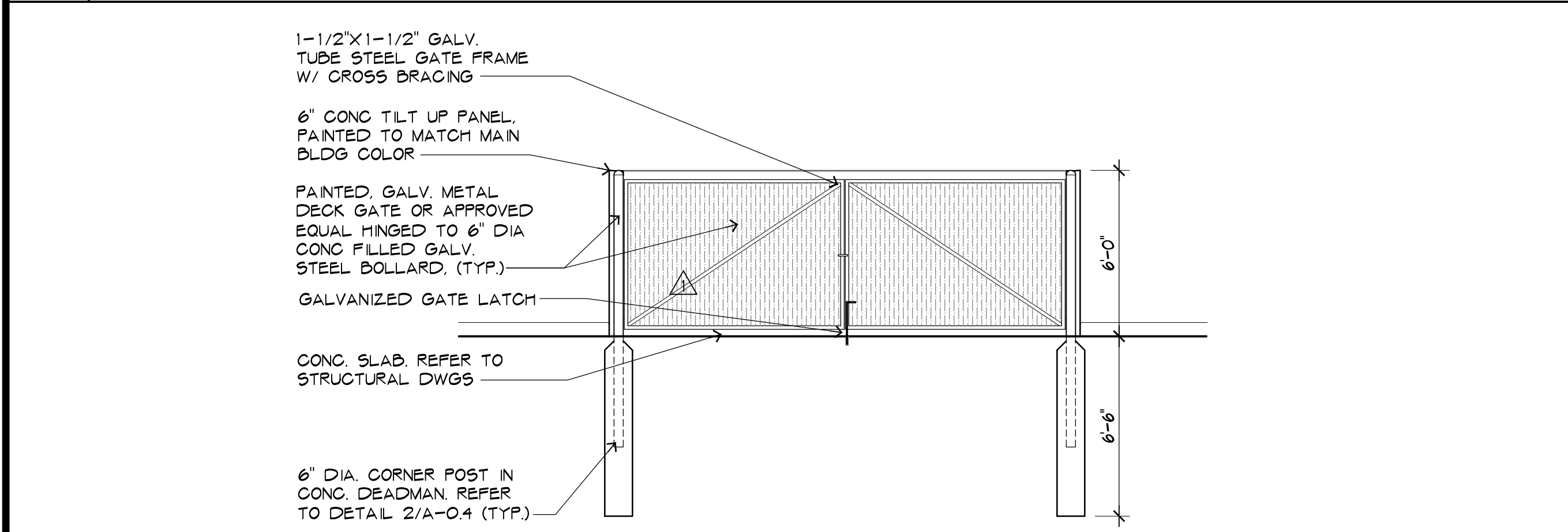
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A-0.1



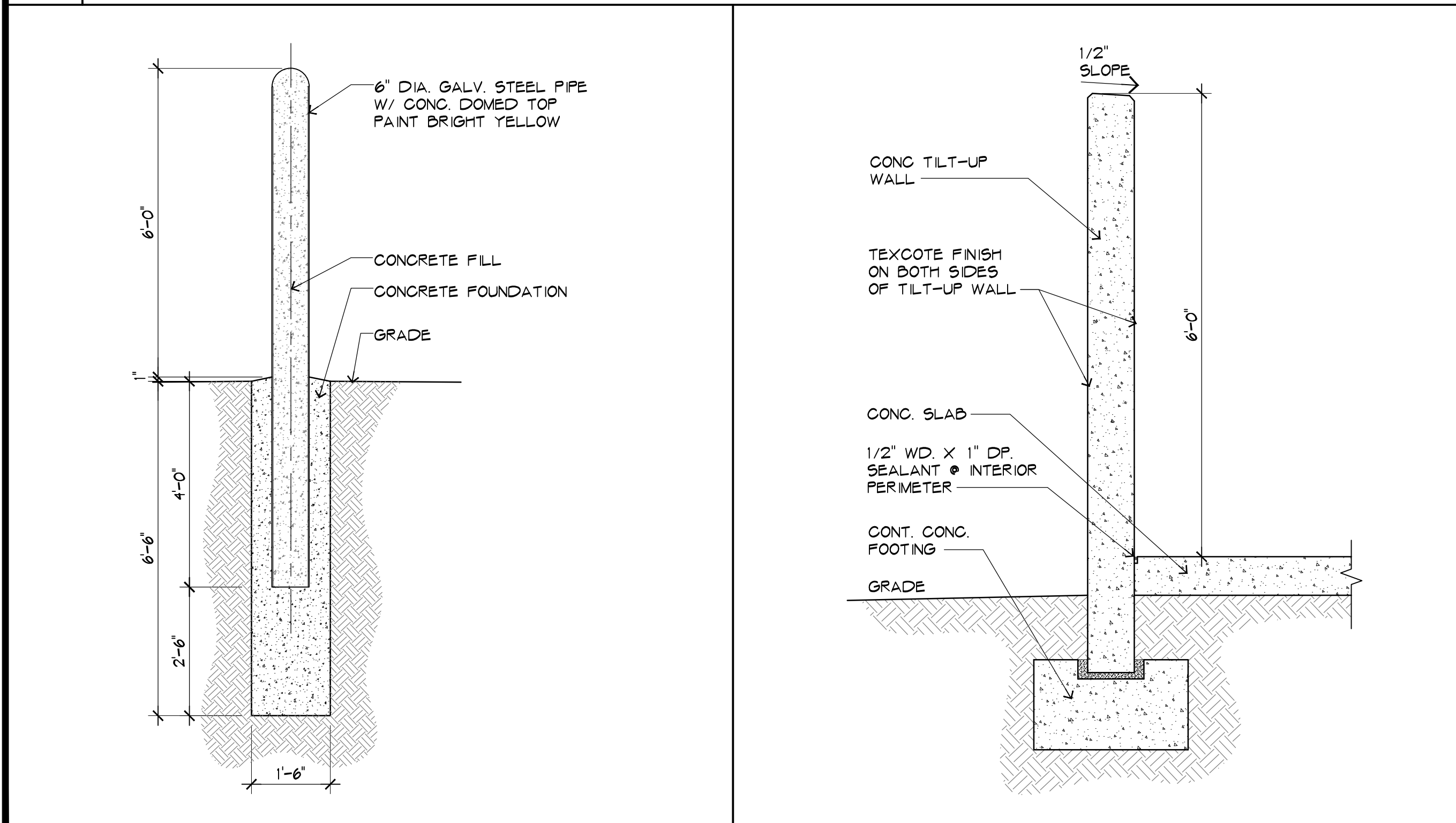
1
1/4"=1'-0"

DUMPSTER PLAN



2
1/4"=1'-0"

DUMPSTER ELEVATION

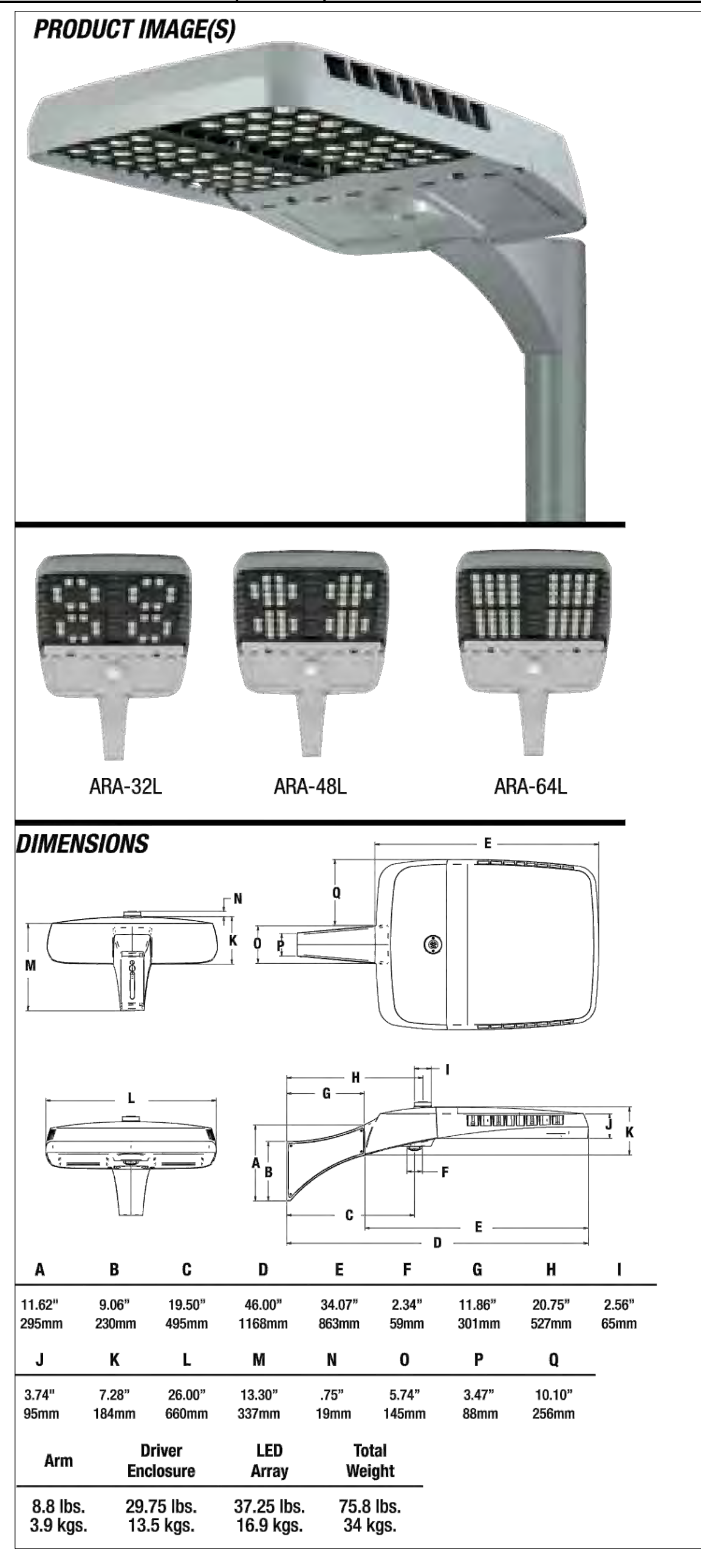
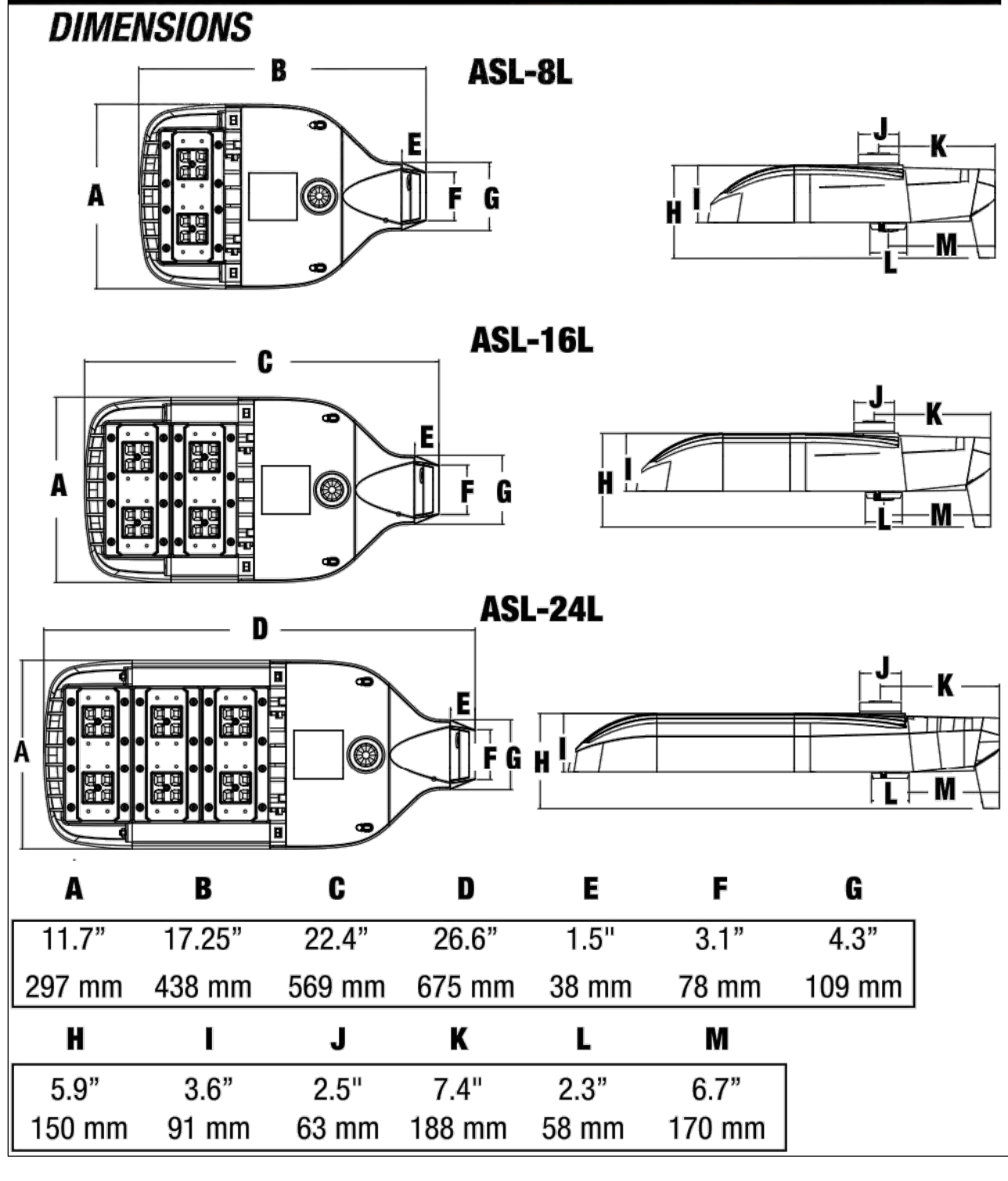


3
1/2"=1'-0"

BOLLARD DETAIL

4
1/2"=1'-0"

WALL SECTION



6
N.T.S.

"SB" WALL PACK DETAIL

5
N.T.S.

"SA" WALL PACK DETAIL

GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE

DEERFIELD BEACH, FLORIDA 33442-8149

NO. DATE

REVISION

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STATE OF FLORIDA

MICHAEL W. HANLON

REGISTERED ARCHITECT

AR 0017270

MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270

ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:

15-001.4

ISSUED DATE:

2021-08-06

SCALE:

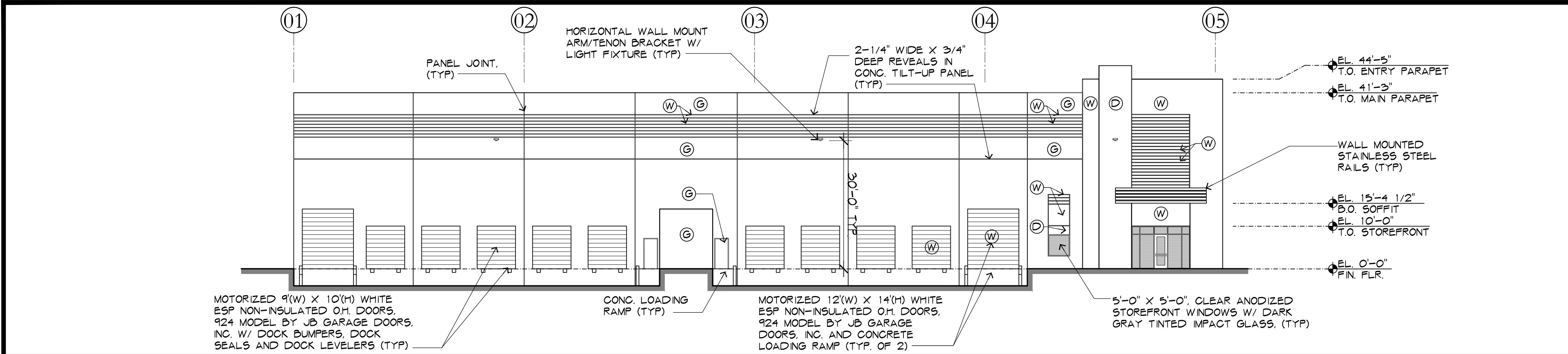
AS NOTED

TITLE:

SITE DETAILS

DRAWING NUMBER:

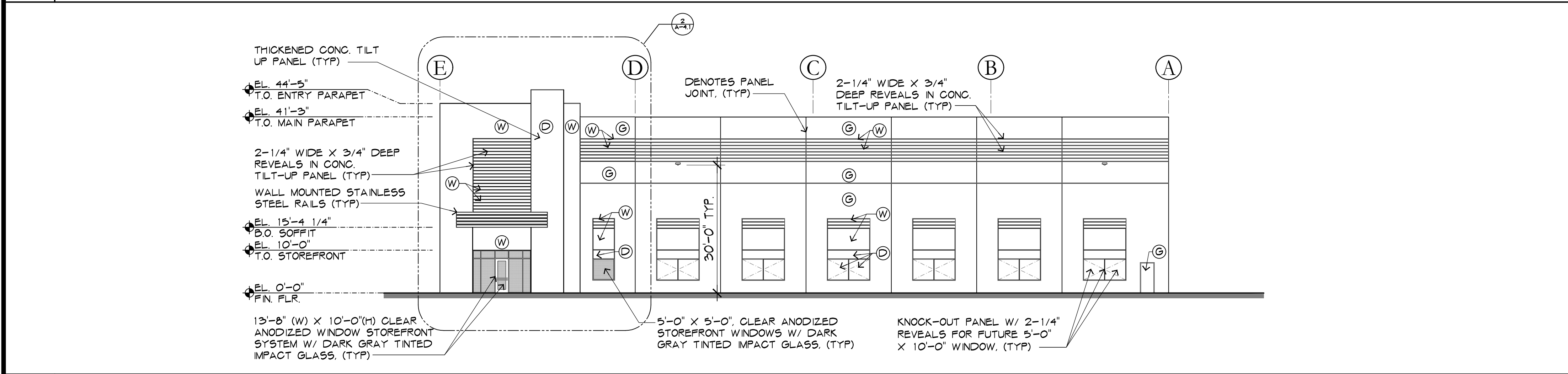
A-0.4



1 EAST ELEVATION
1/16"=1'-0"

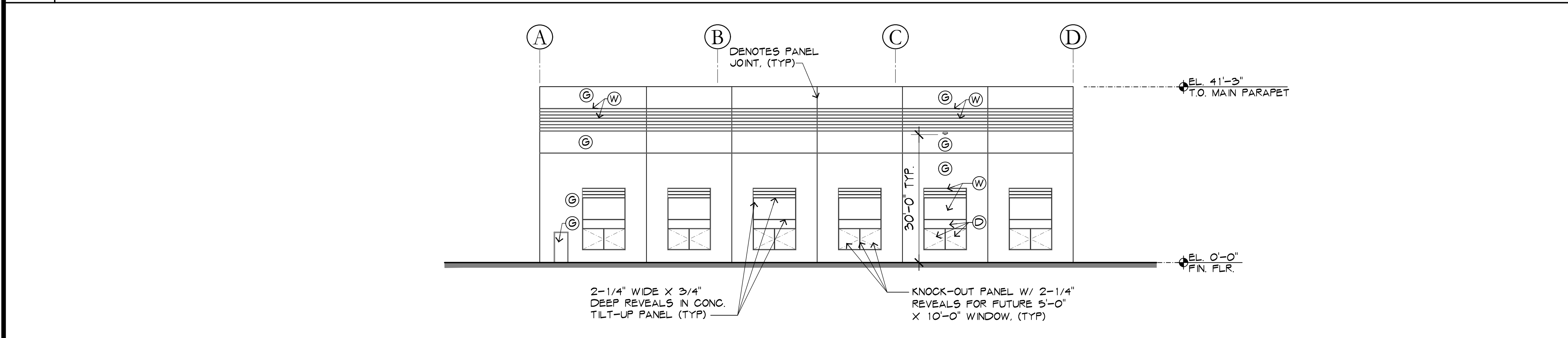
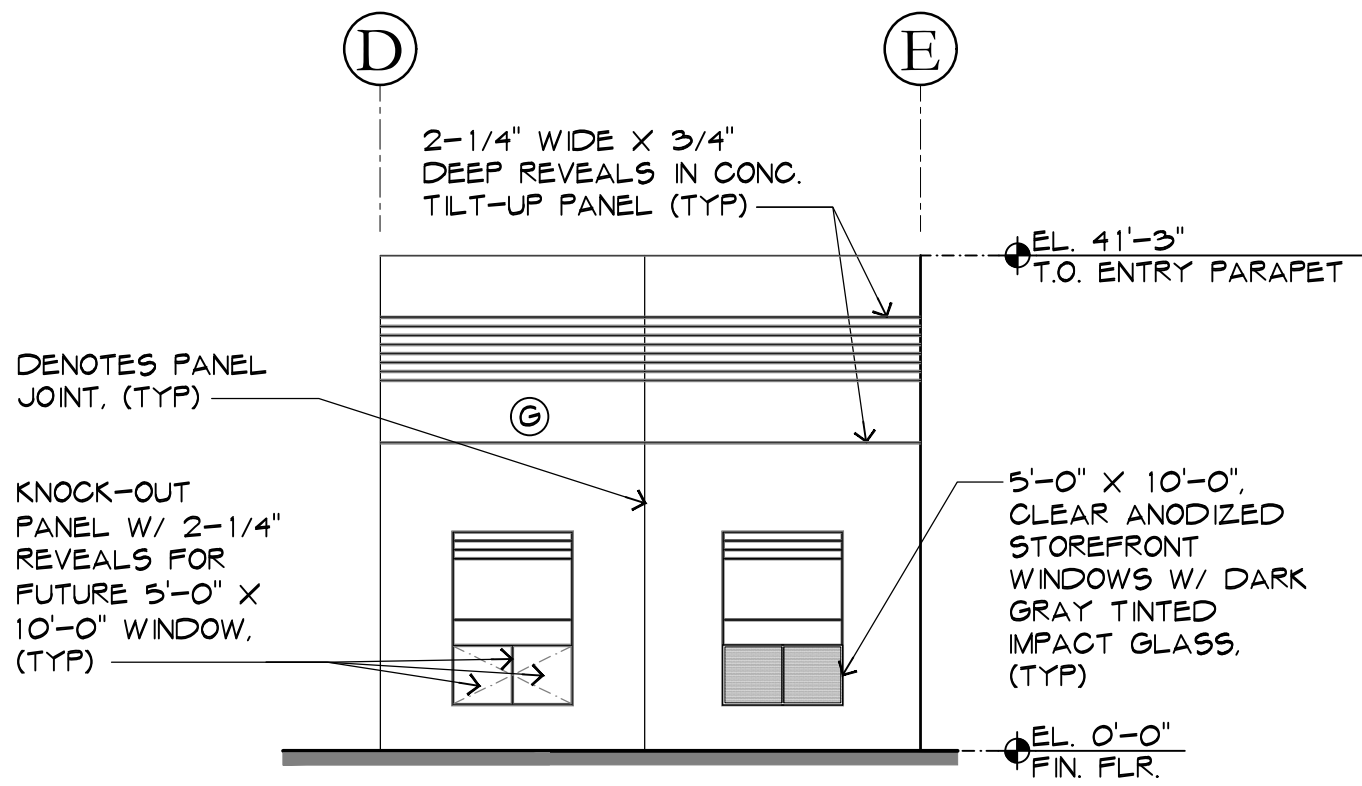
5	PAINT COLOR LEGEND
N.T.S.	

PAINT COLOR LEGEND:	
Ⓒ	LIGHT GRAY: SW 7065 "LIGHT GRAY"
Ⓓ	DARK GRAY: SW 7068 "GRIZZLE GRAY"
⒱	WHITE: SW 7005 "PURE WHITE"
• ALL WINDOWS TO BE CLEAR ANODIZED ALUMINUM FRAMES WITH DARK GRAY TINTED IMPACT GLASS, UNO.	
• EXTERIOR OF ENTIRE BUILDING TO RECEIVE "TEX-COTE" XL-700 PRIMER THEN APPLIED TEXTURE AS NOTED BELOW:	
- ENTRY PANELS - COARSE TEXTURE	
- MAIN PANELS - FINE TEXTURE	
- 2 1/4" REVEALS - SMOOTH TEXTURE	
• ALL COLORS TO BE "SHERWIN WILLIAMS" EXTERIOR ACRYLIC LATEX OR APPROVED EQUAL	
• ALL METAL RAILINGS TO BE ENAMEL PAINTED "LIGHT GRAY" SW 7065	

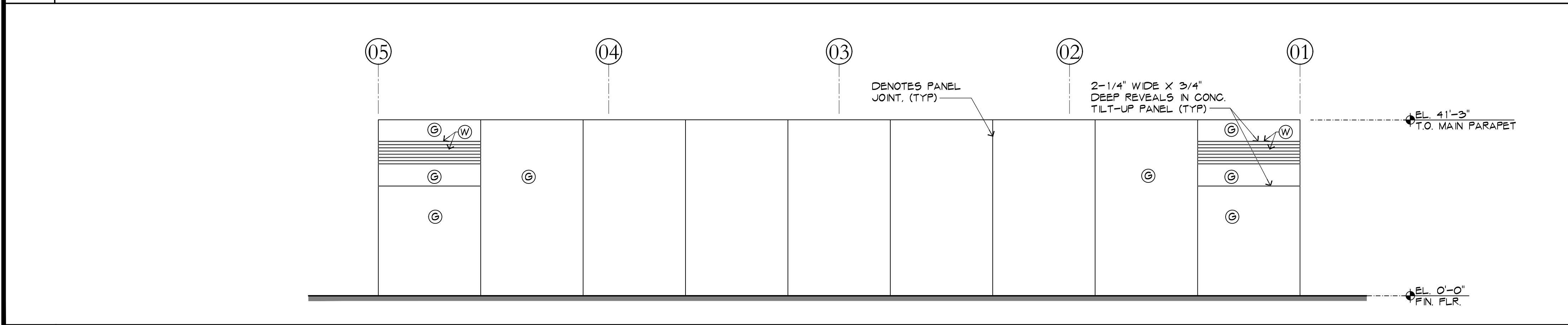


2 NORTH ELEVATION
1/16"=1'-0"

6	SOUTH ELEVATION @'HAMMERHEAD'
1/16"=1'-0"	



3 SOUTH ELEVATION
1/16"=1'-0"



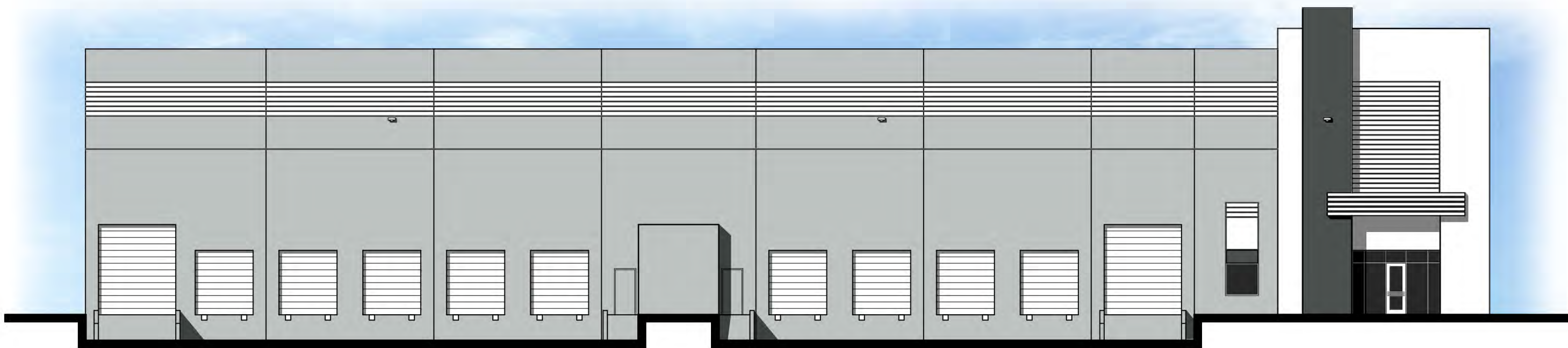
4 WEST ELEVATION
1/16"=1'-0"

GEN 3

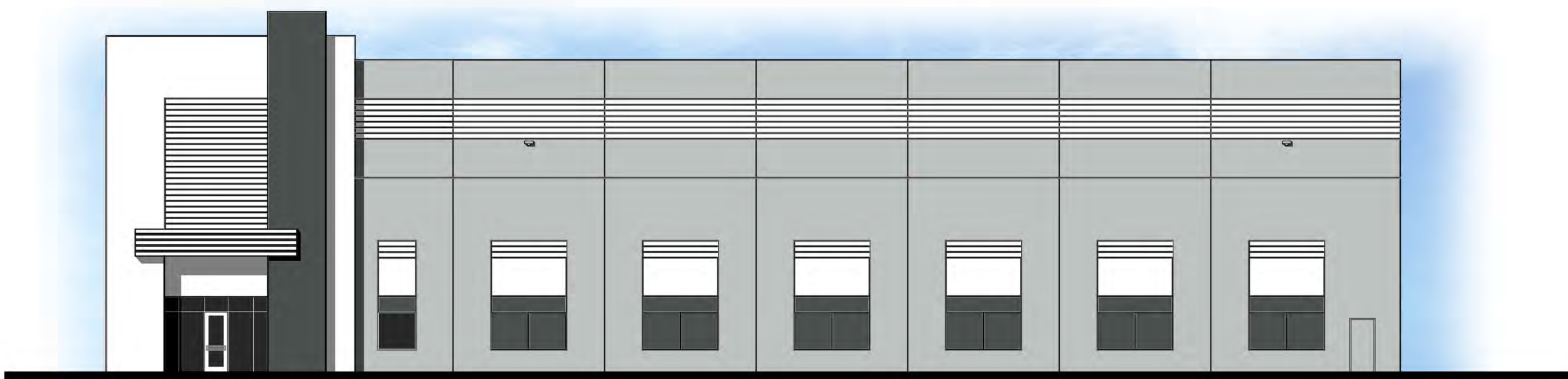
BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

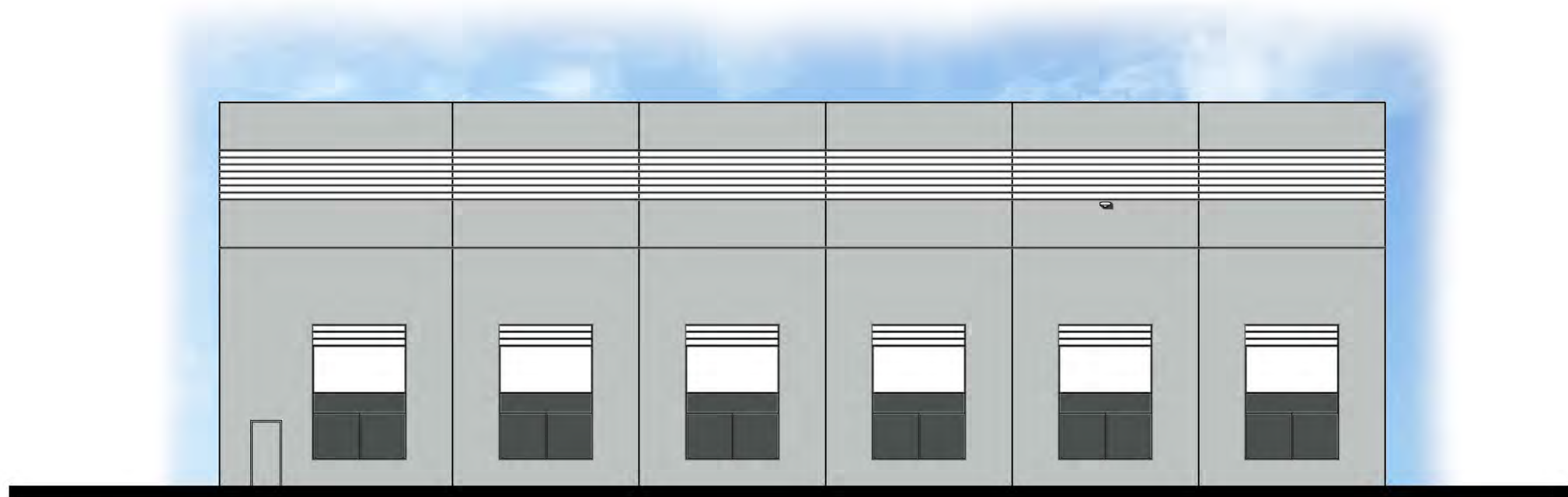
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MICHAEL W. HANLON FLORIDA REGISTERED ARCHITECT - REG. NUMBER: AR0017270 ELECTRONIC SIGNATURE SERIAL NUMBER:		
HNM PROJECT NUMBER: 15-001.4		
ISSUED DATE: 2021-08-06		
SCALE: AS NOTED		
TITLE: BUILDING ELEVATIONS		
DRAWING NUMBER: A-4.0		



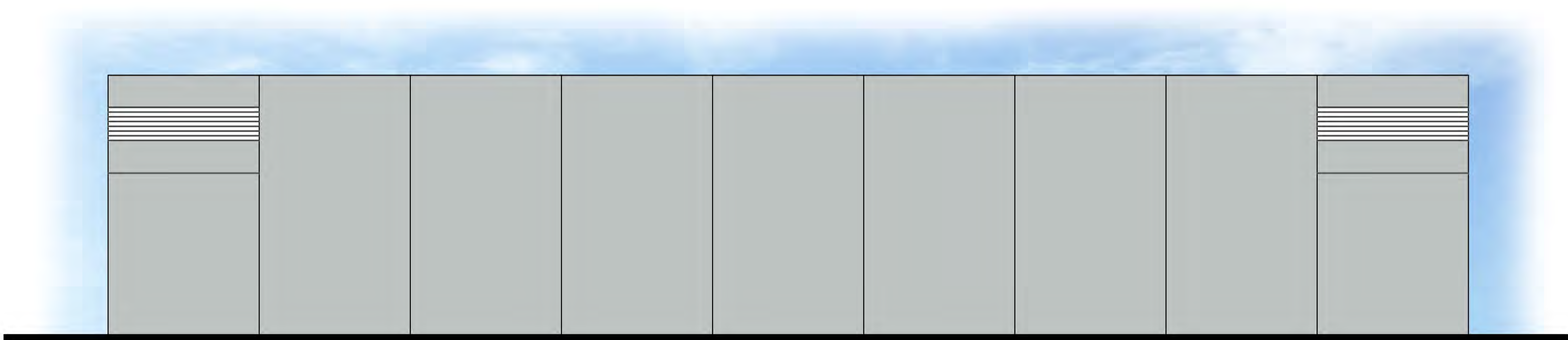
1
1/16"=1'-0" EAST ELEVATION



2
1/16"=1'-0" NORTH ELEVATION

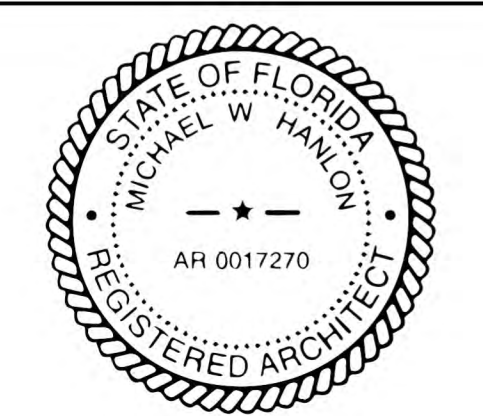
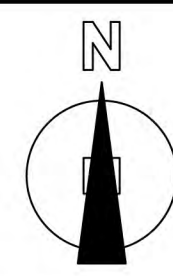


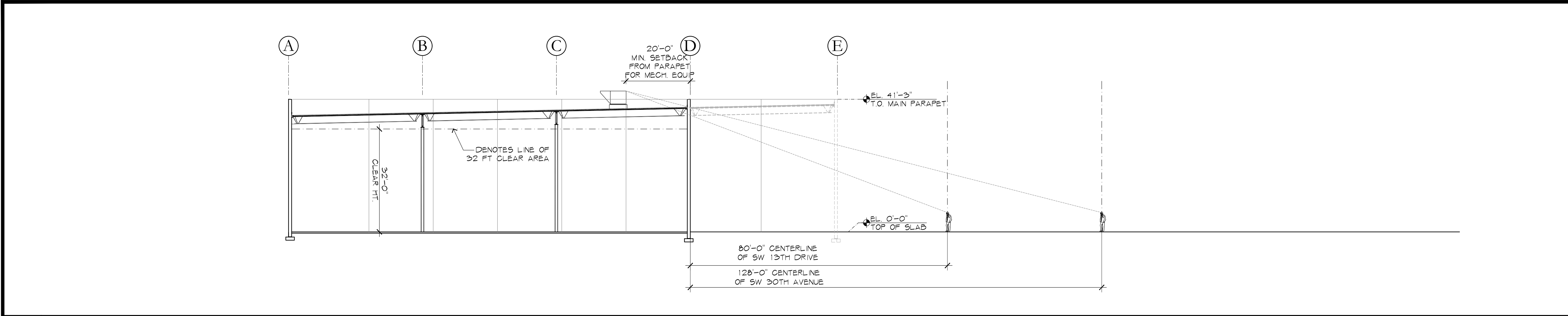
3
1/16"=1'-0" SOUTH ELEVATION



4
1/16"=1'-0" WEST ELEVATION

GEN 3
BLDG C-1
1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

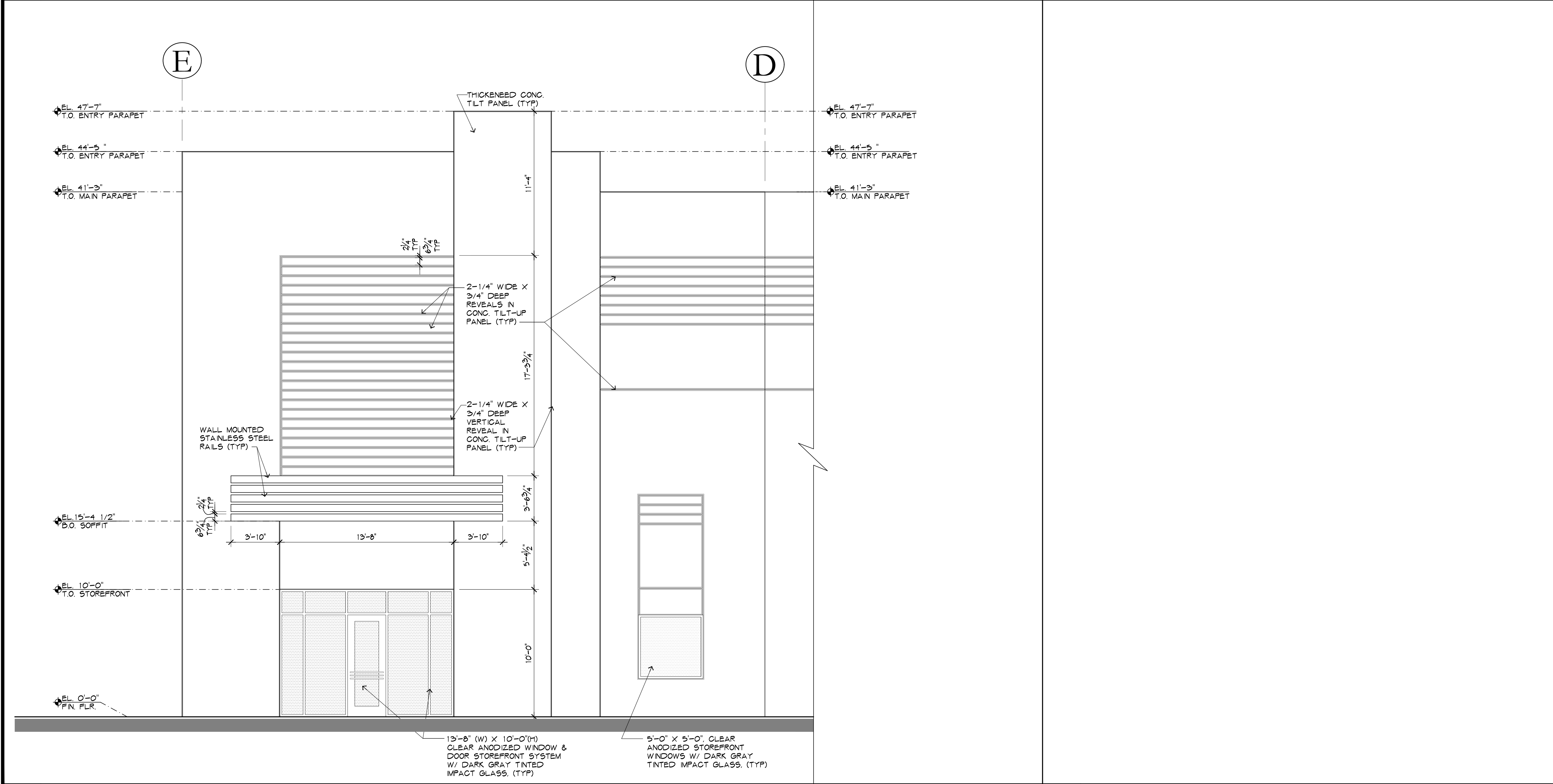
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 MICHAEL W. HAMLON FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270 ELECTRONIC SIGNATURE SERIAL NUMBER	
HNM PROJECT NUMBER: 15-001.4	
ISSUED DATE: 2021-08-06	
SCALE: AS NOTED	
TITLE: RENDERED ELEVATIONS	
DRAWING NUMBER: A4.0A	



1

1/16"=1'-0"

BUILDING CROSS SECTION



2

1/4"=1'-0"

CORNER ENTRY - PARTIAL ELEVATION DETAIL

3

NOT USED

GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

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STATE OF FLORIDA MICHAEL W. HANLON REGISTERED ARCHITECT AR 0017270 MICHAEL W. HANLON FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270 ELECTRONIC SIGNATURE SERIAL NUMBER:		
HNM PROJECT NUMBER		TITLE BUILDING SECTION AND ENTRY ELEVATION DETAILS
15-001.4		
ISSUED DATE 2021-08-06		
SCALE AS NOTED		DRAWING NUMBER A-4.1



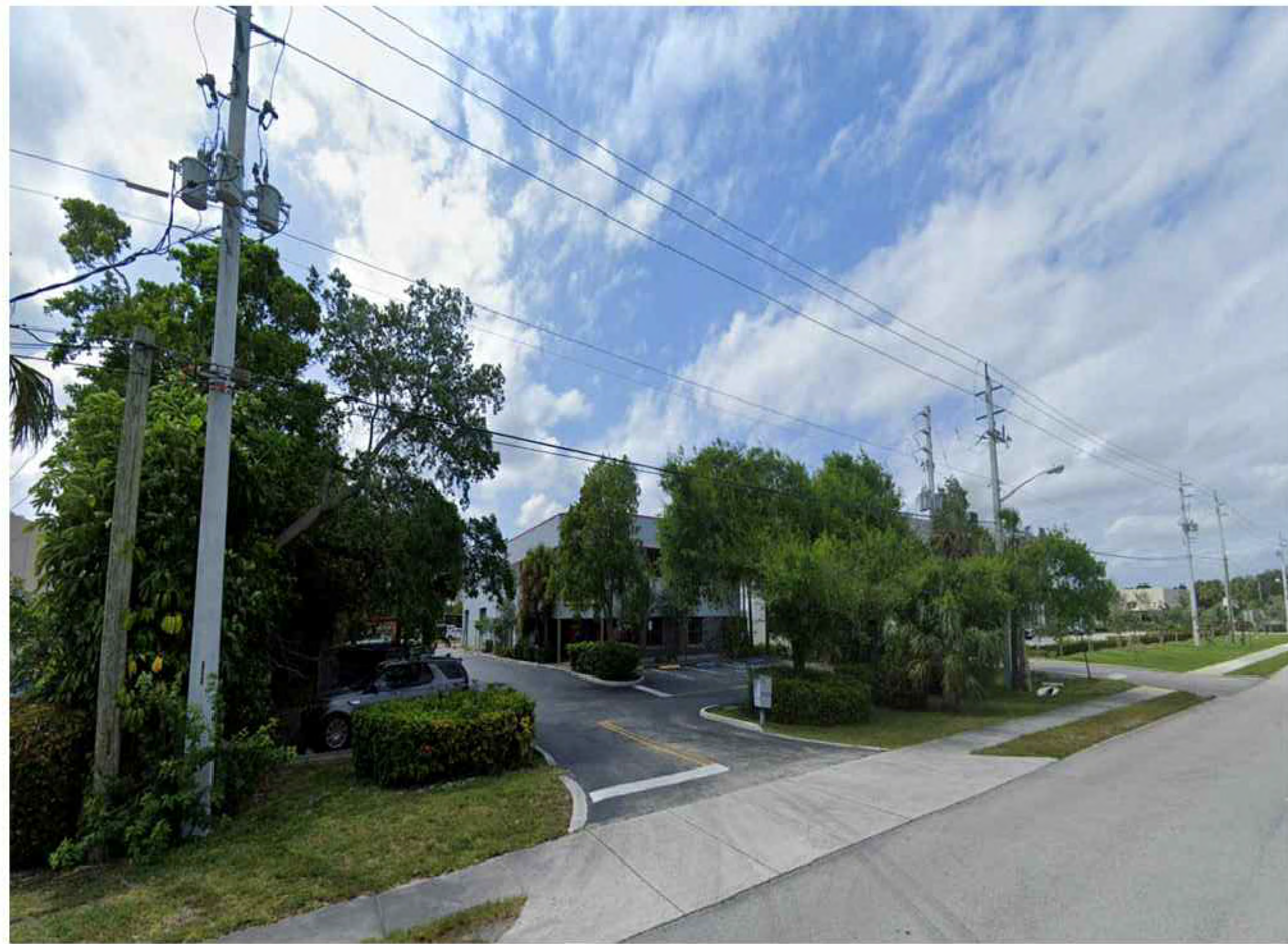
1 NORTH EAST



2 NORTH



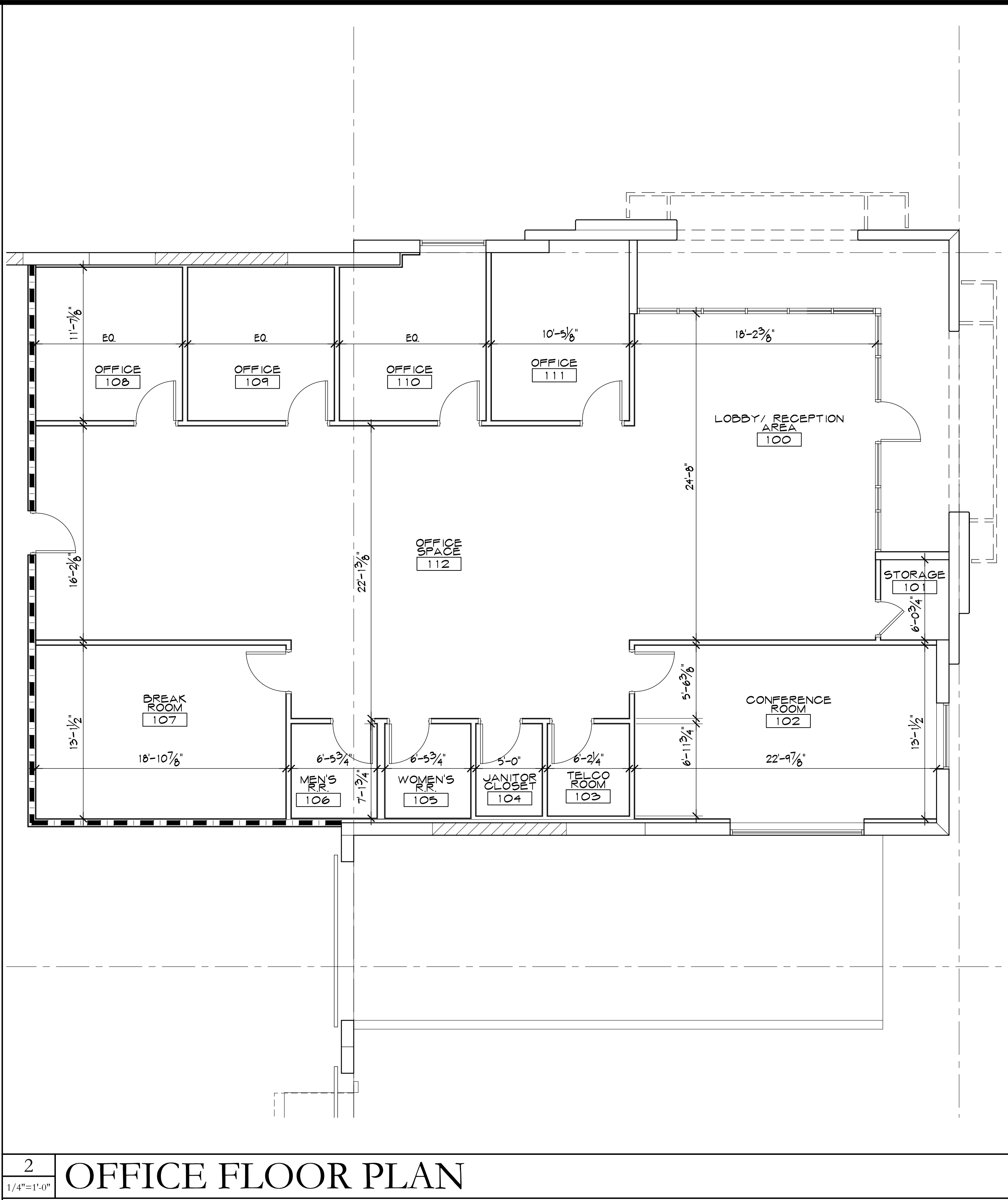
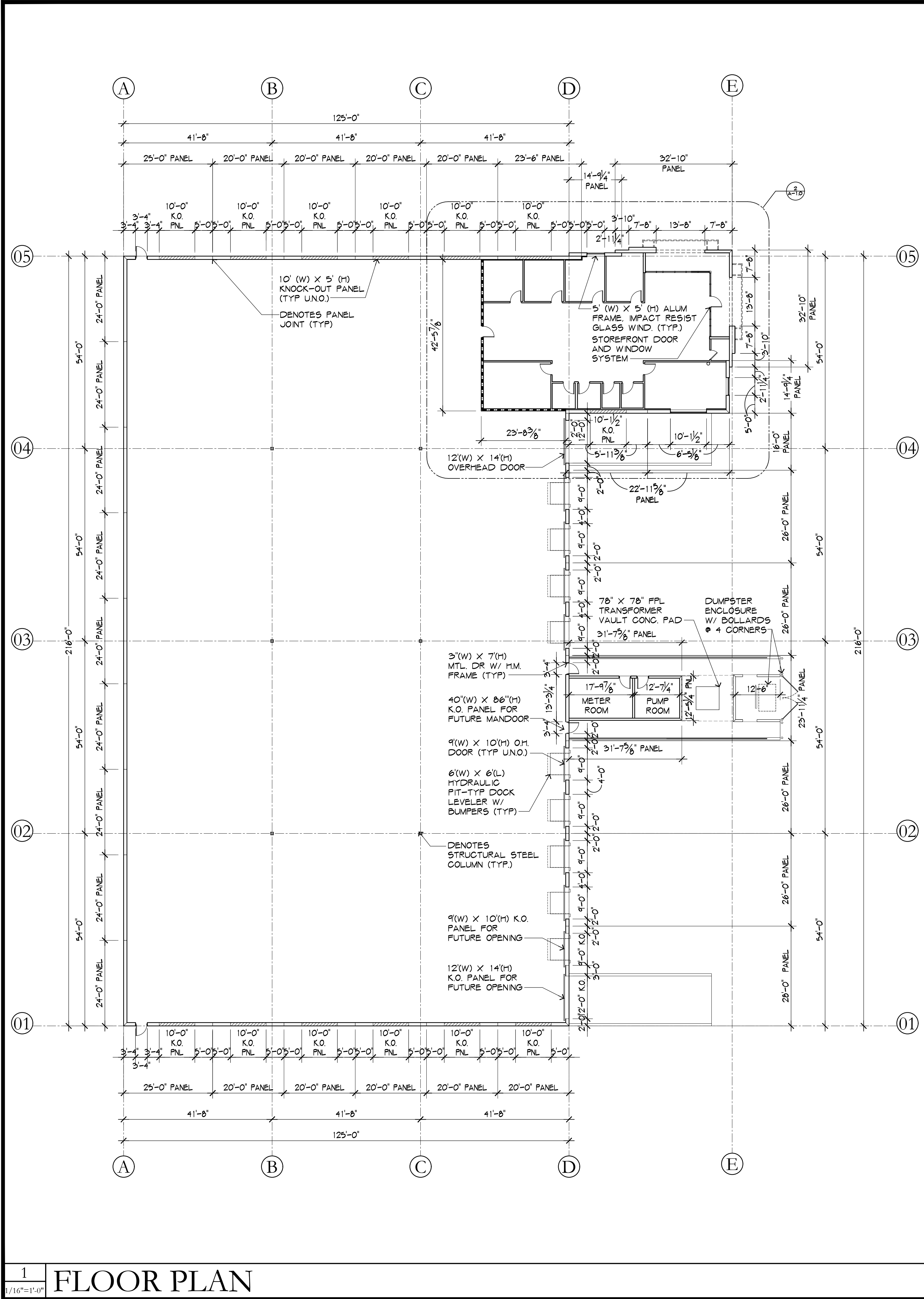
3 WEST



4 SOUTH EAST

GEN 3
BLDG C-1
3171 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

NO. DATE REVISION	
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STATE OF FLORIDA MICHAEL W. HANLON REGISTERED ARCHITECT AR 0017270	
MICHAEL W. HANLON FLORIDA REGISTERED ARCHITECT REG. NUMBER AR0017270 ELECTRONIC SIGNATURE SERIAL NUMBER:	
HNM PROJECT NUMBER: 15-001.4	ISSUED DATE: 2021-08-06
SCALE: AS NOTED	
TITLE: EXISTING SURROUNDING CONDITIONS	
DRAWING NUMBER: A-4.2	



GEN 3
BLDG C-1
1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

NO. DATE
REVISION

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STATE OF FLORIDA
MICHAEL W. HANLON
REGISTERED ARCHITECT
AR 0017270

MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

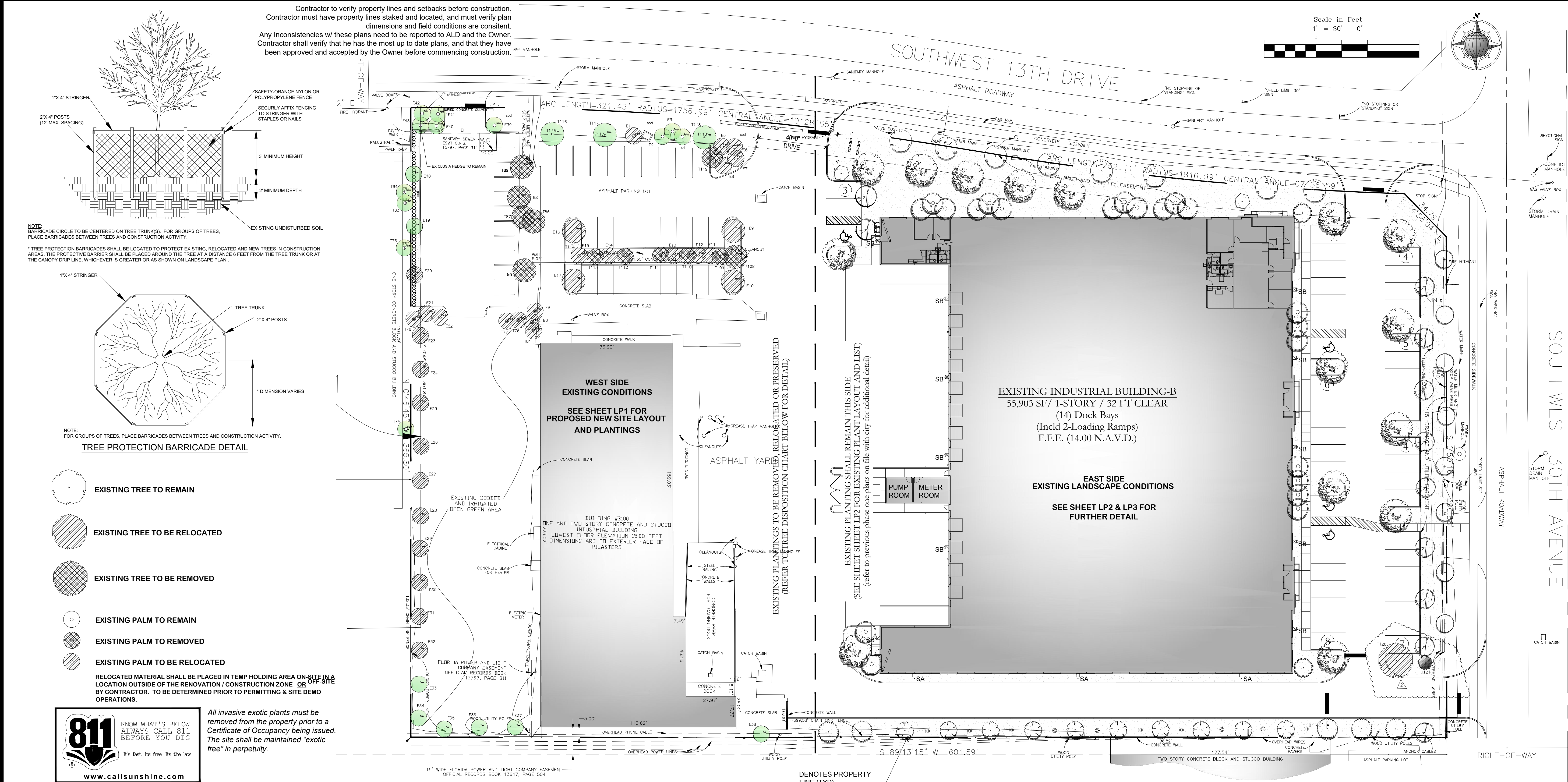
HNM PROJECT NUMBER:
15-001.4

ISSUED DATE:
2021-08-06

SCALE:
AS NOTED

TITLE:
OVERALL
FLOOR PLAN &
PLAN DETAILS

DRAWING NUMBER:
A1.0



EXISTING TREE DISPOSITION CHART - WEST SIDE ONLY													
TREE #	BOTANICAL NAME	COMMON NAME	DBH (in.)	HT	CANOPY DIAMETER (ft.)	CANOPY AREA COVERAGE (sq.ft.)	PRESERVE	RELOCATE	REMOVE	TFM MITIGATE VALUE	CANOPY MITIGATE (1.5 x Ht.)	PALM MITIGATION (1:1)	NOTES
E1	Sabal palmetto	Cabbage Palm	10	22	10	79			1				
E2	Sabal palmetto	Cabbage Palm	10	22	10	79	1						
E3	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E4	Sabal palmetto	Cabbage Palm	10	22	10	79	1						
E5	Sabal palmetto	Cabbage Palm	10	22	10	79			1				
E6	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E7	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E8	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E9	Quercus virginiana	Live Oak	5	18	10	79			1				
E10	Quercus virginiana	Live Oak	5	18	10	79			1				
E11	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E12	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E13	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E14	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E15	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E16	Quercus virginiana	Live Oak	5	18	10	79		1					
E17	Quercus virginiana	Live Oak	5	18	10	79		1					
E18	Tabebuia heterophylla	Pink Tab	2.5	12	6	28.3	1						
E19	Tabebuia heterophylla	Pink Tab	2.5	12	6	28.3	1						
E20	Tabebuia heterophylla	Pink Tab	2.5	12	6	28.3		1					
E21	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E22	Sabal palmetto	Cabbage Palm	10	22	10	79		1					
E23	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E24	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E25	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E26	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E27	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E28	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E29	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E30	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E31	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E32	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E33	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E34	Conocarpus erectus var.	Silver Buttonwood	multi	6	5	19.6			1				
E35	Cassia surattensis	Cassia	2.5	12	6	28.3		1					
E36	Cassia surattensis	Cassia	2.5	12	6	28.3		1					
E37	Cassia surattensis	Cassia	2.5	12	6	28.3		1					
E38	Cassia surattensis	Cassia	2.5	12	6	28.3		1					
E39	Cocon nucifera	Coconut palm	10	28	24	452.4			1				
E40	Cocon nucifera	Coconut palm	10	28	24	452.4			1				
E41	Cocon nucifera	Coconut palm	10	28	24	452.4			1				

EXISTING TREE DISPOSITION CHART - WEST SIDE ONLY													
TREE #	BOTANICAL NAME	COMMON NAME	DBH (in.)	HT	CANOPY DIAMETER (ft.)	CANOPY AREA COVERAGE (sq.ft.)	PRESERVE	RELOCATE	REMOVE	TFM MITIGATE VALUE	CANOPY MITIGATE (1.5 x Ht.)	PALM MITIGATION (1:1)	NOTES
E42	Cocon nucifera	Coconut palm	10	28	24	452.4	1						
E43	Cocon nucifera	Coconut palm	10	28	24	452.4	1						
T74	Sabal palmetto	Cabbage Palm	10	18	10	79		1					off-site
T75	Sabal palmetto	Cabbage Palm	10	18	10	79		1					off-site
T76	Sabal palmetto	Cabbage Palm	8	18	10	79			1				
T77	Sabal palmetto	Cabbage Palm	10	20	10	79			1				
T78	Sabal palmetto	Cabbage Palm	10	24	10	79		1					
T79	Sabal palmetto	Cabbage Palm	10	18	10	79			1				
T80	Sabal palmetto	Cabbage Palm	13	20	10	79			1				
T81	Sabal palmetto	Cabbage Palm	13	20	10	79			1				
T82	Sabal palmetto	Cabbage Palm	13	22	10	79		1					off-site
T83	Sabal palmetto	Cabbage Palm	9	18	10	79			1				off-site
T84	Sabal palmetto	Cabbage Palm	13	22	10	79		1					
T85	Quercus virginiana	Live Oak	15	28	30	707			1		1000		
T86	Quercus virginiana	Live Oak	10	24	28	616			1		924		
T87	Quercus virginiana	Live Oak	8	24	20	314			1		471		
T88	Acacia auriculiformis	Earleef Acacia	6	22	20	314			1		0		No value FLEPPC #1
T89	Quercus virginiana	Live Oak	8	22	18	254			1		381		
T108	Sweetenia melaleuca	Melaleuca	20	28	30	707			1	7800			
T109	Washingtonia robusta	Washington Palm	10	28	12	113			1		170		
T110	Washingtonia robusta	Washington Palm	11	30	12	113			1		170		
T111	Washingtonia robusta	Washington Palm	11	32	12	113			1		170		
T112	Washingtonia robusta	Washington Palm	11	32	12	113			1		170		
T113	Washingtonia robusta	Washington Palm	11	30	12	113			1		170		
T116	Quercus virginiana	Live oak	13	20	20	314		1					
T117	Quercus virginiana	Live oak	7	18	20	314		1					
T118	Quercus virginiana	Live oak	11	24	18	254		1					
T119	Pinus ellioti	Slash Pine	15	28	22	380			1				
							25	32	12	7800	3600		mitigation shall be met via payment into tree trust fund

4 - LIVE OAKS TO BE RELOCATED
17 - CABBAGE PALMS TO BE RELOCATED
1 - PINK TAB TO BE RELOCATED TO WEST BUFFER @ NW CORNER (REFER TO SHEET LP-1)
10 - SILVER BUTTONWOODS TO BE RELOCATED TO SOUTH BUFFER (REFER TO SHEET LP-2)
Mitigation for (1) specimen tree (TFM value of \$7800) + plus other canopy of removed (3886 of / 300 of = 13 trees w/ 3" cal. min @ \$ 200 per cal = \$2600) = \$ 10,400 total estimated mitigation costs.
THE APPLICANT WILL PAY \$ 10,400 INTO THE "BEAUTIFICATION TRUST FUND" AS CONDITIONED BY CITY URBAN FORESTER DUE TO LIMITED SPACE FOR ADDITIONAL MITIGATION PLANTINGS ON-SITE
NOTE: Final replacement values for any proposed tree removals not mitigated for on-site will be determined by City of Deerfield Beach.

1
1" = 30'-0"

EXISTING TREE DISPOSITION PLAN

Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.

GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

2 2019-07-23
(2) EXTRA FIRE HYDRS (PER CIVIL UPDATES)
1 2019-06-10
DRG COMMENT (ADD SITE TRIANGLES)

ALL DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS ARE THE COPYRIGHT PROPERTY OF THE ARCHITECT AND MUST BE RETURNED UPON REQUEST. REPRODUCTION OF DRAWINGS, SPECIFICATIONS AND RELATED DOCUMENTS IN PART OR WHOLE IS FORBIDDEN WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.

CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

HNM

ARCHITECTURE

3705 North Federal Highway • Delray Beach, Florida 33483 • 1.561.733.2225
info@hnm-architecture.com • AIA2600724 • www.hnm-architecture.com



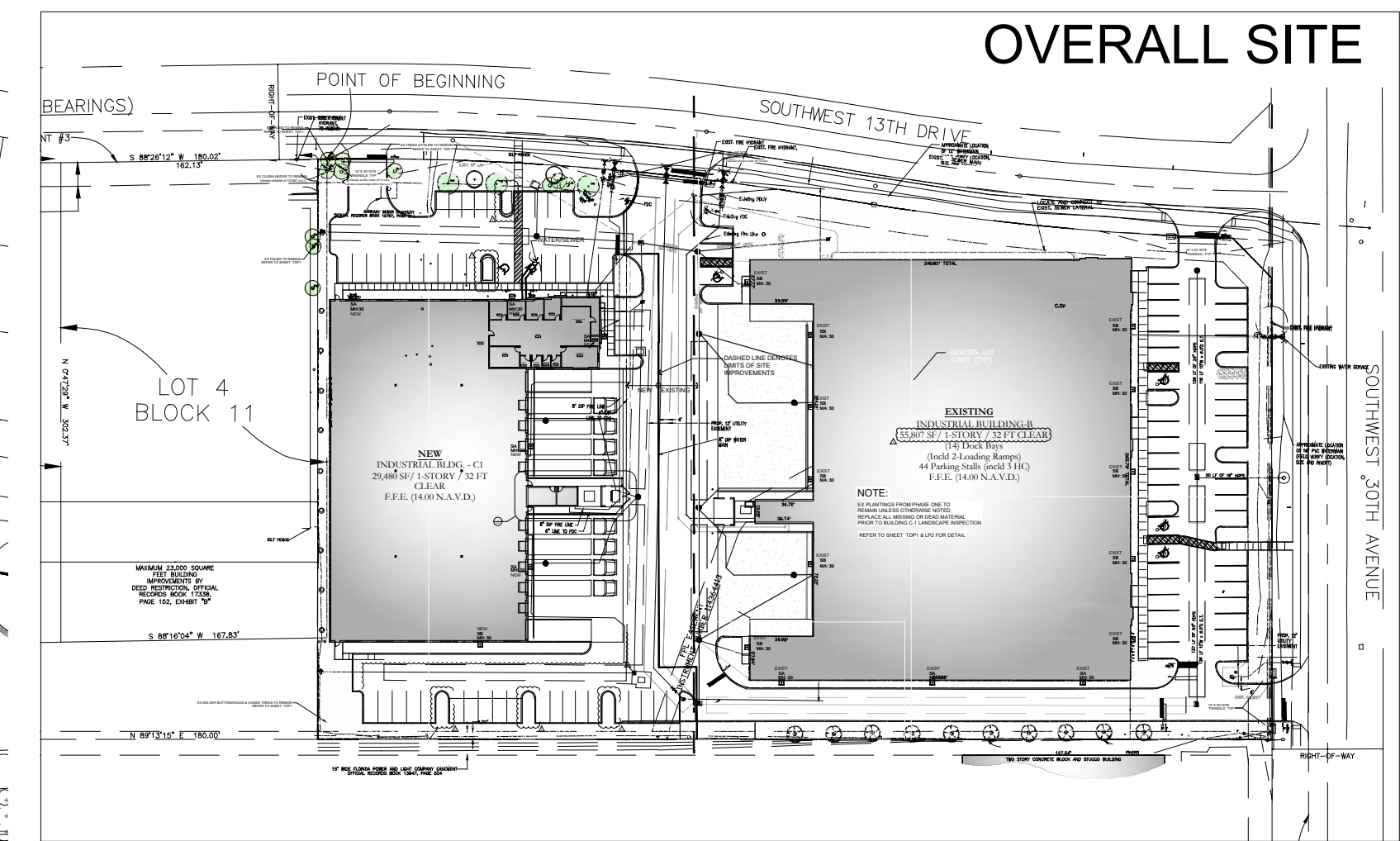
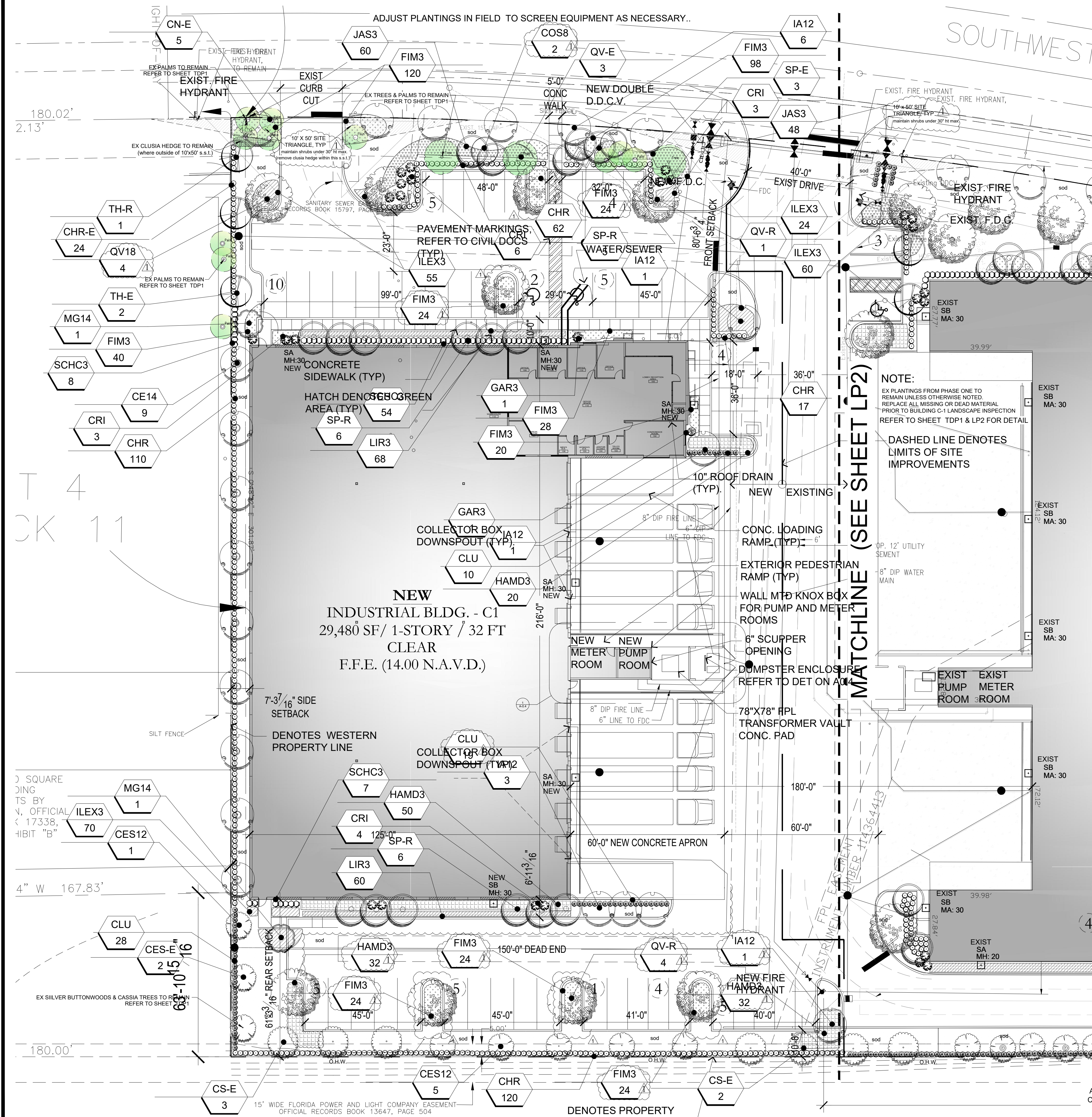
HNM PROJECT NUMBER:
15-001.4

ISSUED DATE:
2019-07-23

SCALE:
1"=30'-0"

TITLE:
EXISTING TREE DISPOSITION PLAN

DRAWING NUMBER:
TDP1



- Notes**
1. All Plants shall be Florida No. 1 or Better.
 2. Landscape Contractor shall review plans and indicate any availability problems at time of bid. Landscape contractor shall be responsible bidding and installing all plantings as they are drawn on the plan, and shall verify the accuracy of the plant list vs the drawn plan, at the time of bid.
 3. All plants indicated in zones, C or S, are susceptible to damage from cold temperatures.
 4. Contractor shall maintain all plantings until acceptance by Owner.
 5. All beds shall be weed free until acceptance by owner. Wherever weeds are present in turf beds or landscape beds, a round application to kill these weeds before sodding or planting shall be required.
 6. All Trees and Palms shall be warranted for a period of 6 months. All Shrubs shall be warranted for a period of 90 days. All Sod shall be warranted for a period of 30 days. Warranty begins at time of acceptance of project.
 7. All Sod shall be warranted for 30 days.
 8. It is the landscape contractor's responsibility to coordinate w/ the Irrigation contractor to ensure adequate coverage exists.
 9. Contractor shall install a Bio Barrier Fabric around all palms within 4' of pavement or planter walls, and all large canopy trees within 10' of a sidewalk.
 10. Contractor shall be licensed and insured.
 11. Contractor shall maintain site in a clean fashion and shall remove any waste that he creates.
 12. Landscape Contractor shall have a pre-construction review of plans w/ Landscape Architect prior to ordering plant material, to verify plans are current, and that no changes are necessary. Contractor shall also schedule a walk thru to allow Landscape Architect to review flagging and placement of all plant material prior to installation. These above mentioned meetings are important to the quality control of the project. Landscape contractor understands that if work commences without these meetings, that the owner and Landscape Architect have the ability to make field changes to the plans at the Landscape Contractors expense.
 13. General Contractor / Site contractor shall make certain that all soil for planting areas shall be of suitable landscape quality fill. Soil shall be comprised of a sandy base, and have good organic and good percolation qualities.
 14. General Contractor / Site contractor shall make certain all limerock, and excessively compacted soils shall be removed from planting beds.
 15. Landscape Contractor shall make certain that the site conditions meet to their satisfaction before installing plant material.
 16. If Landscape contractor has any concerns over the survivability of plant materials, he must inform the owner immediately.

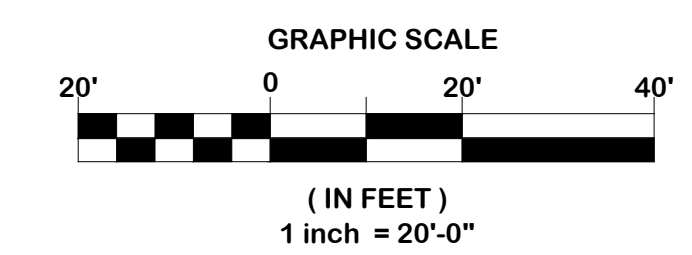
PLANT SYMBOL KEY	
	LIVE OAK
	SABAL PALM
	SILVER BUTTONWOOD STANDARD
	EAST PALATKA HOLLY
	SILVER BUTTONWOOD MULTI
	MAGNOLIA DD BLANCHARD
	GREEN BUTTONWOOD
	PINK TAB
	CASSIA
	JATROPHA STD
	ORANGE GIEGER
	CRINUM
	GOLD CAPELLA
	GARDENIA
	CLUSIA
	COCOPLUM
	JASMINE
	DWF FIREBUSH
	GREEN ISLAND
	ILEX SHILLINGS
	BOSTON FERN
	LIRIOPE EG

All invasive exotic plants must be removed from the property. The site shall be maintained "exotic free" in perpetuity.

Existing Irrigation System shall be modified / adjusted to provide 100% coverage of all new plant material.



Contractor to verify property lines and setbacks before construction. Contractor must have property lines staked and located, and must verify plan dimensions and field conditions are consistent. Any inconsistencies w/ these plans need to be reported to ALD and the Owner. Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.

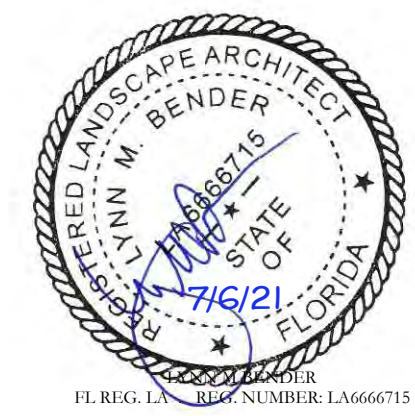


Project Landscape Architect:
Lynn Bender Landscape Architecture
5610 Adair Way
Lake Worth, FL 33467
Phone: 561-644-3237
lbenderlarch@gmail.com
FL-LA666715

GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149



HNM PROJECT NUMBER:
15-001.4

ISSUED DATE:
2021-05-11

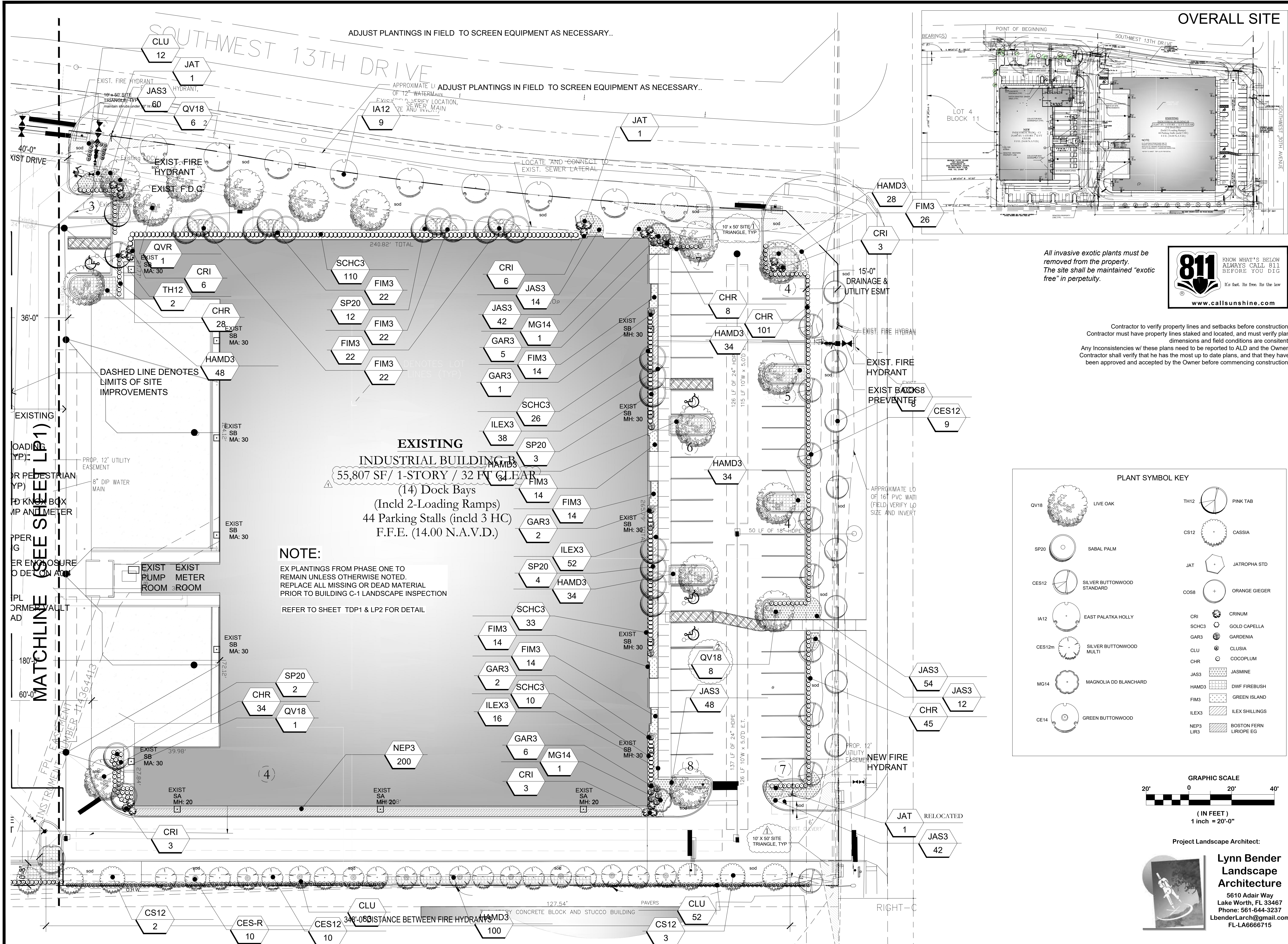
SCALE:
1"=20'-0"

TITLE:
**BLDG C-1
PROPOSED
LANDSCAPE PLAN**

DRAWING NUMBER:
LP1

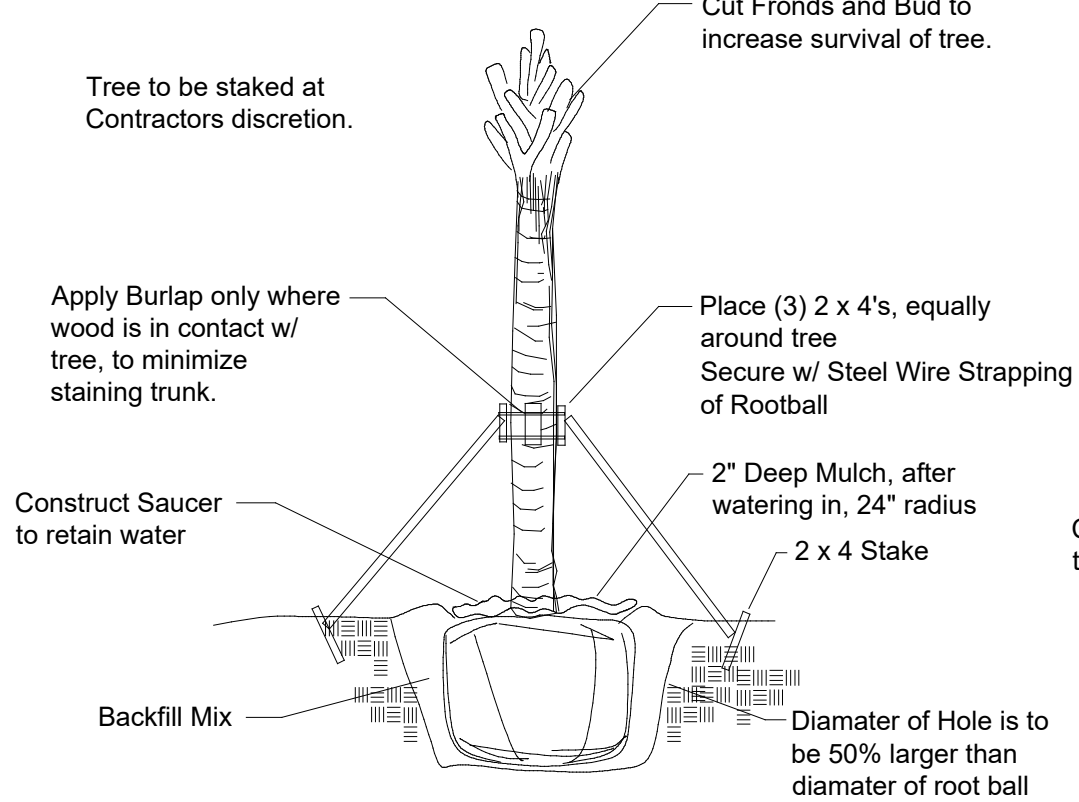
LANDSCAPE PLAN : BLDG C-1 PROPOSED

Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.



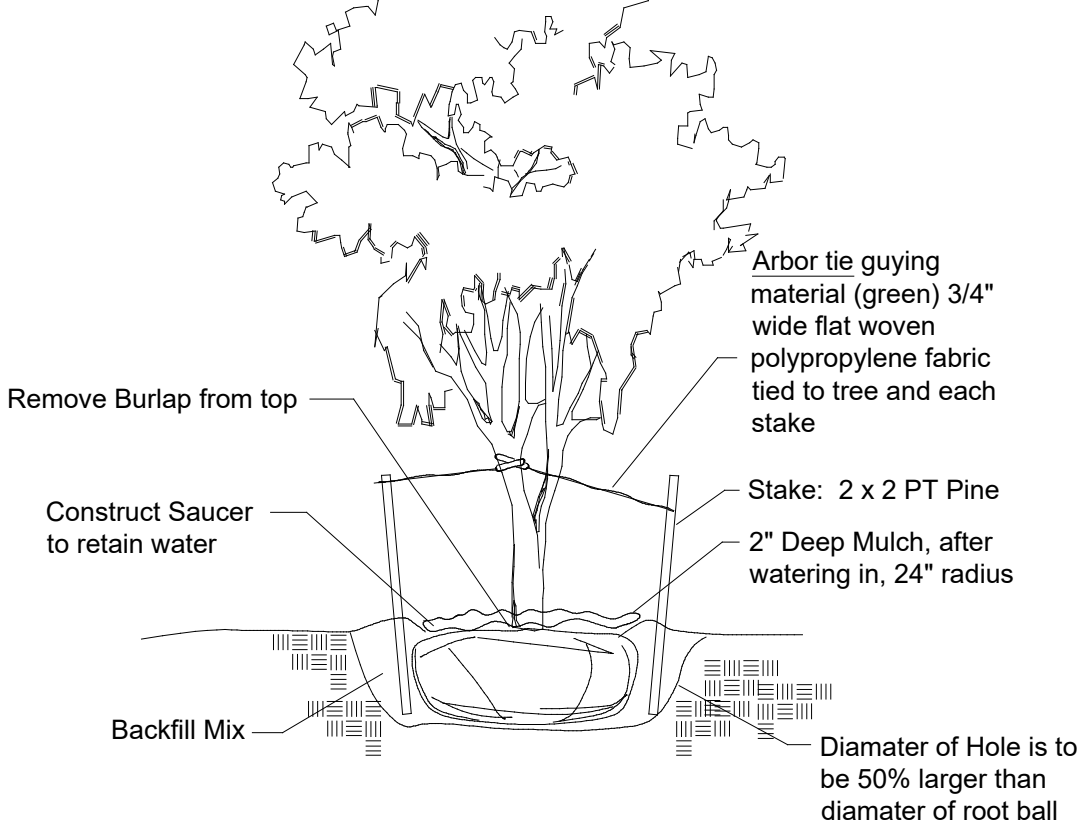
Palm Tree Staking Detail

Tree Stakes are to be removed between 6-12 months by the Owner.



Tree Staking Detail

Tree Stakes are to be removed between 6-12 months by the Owner.



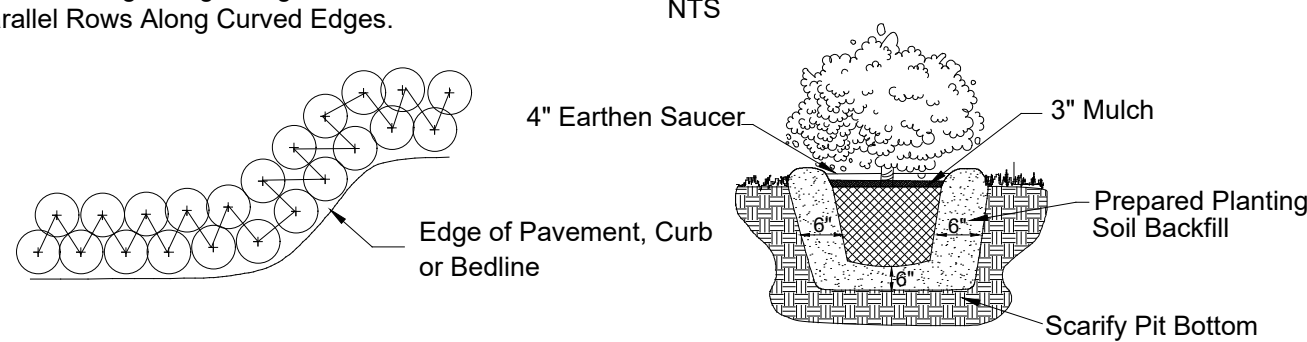
Shrub & Groundcover Planting Detail

NTS

Note: All Shrubs And Groundcovers Shall Be Triangular Spaced Along Straight Edges And Will Be Planted In Parallel Rows Along Curved Edges.

SHRUB DETAIL

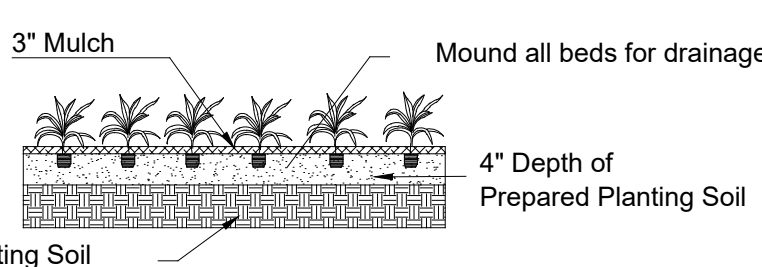
NTS



Groundcover & Annual Detail

NTS

NOTE: Annuals Are To Be Planted As Per Groundcover Detail Excluding Mulch.



Notes

Contractor Shall be familiar w/ the Landscape code and shall comply with all of its applicable requirements.

Contractor shall verify all quantities indicated at time of bid.

Contractor shall provide unit prices at time of bid.

All contractors working on the project shall be licensed and fully insured as required.

Tree and palm staking shall be removed between 6 and 12 months after planting.

Landscape notes:

FDOT Type D or F curb shall be provided along the perimeter of all landscaped, open space, drainage and grassed areas adjacent to paved vehicular use areas, except where wheel stops are provided.

Safe sight triangles shall be maintained clear of vegetation to provide unobstructed visibility between 30" and 8' above crown of road.

Light poles, fire hydrants, electrical/mechanical equipment, signs, drainage structures, etc. shall not interfere with placement in terminal islands, parking islands, medians, buffers or other landscaped areas.

Landscape shall not be placed around structures in a manner so as to impede accessibility for fire rescue operations.

All new landscape areas shall be provided with 100 % automatic irrigation coverage.

Planting Specifications

QUALITY: All plants shall be Florida No.1 or better as given in Grades & Standards for Nursery Plants, Parts I and II, latest edition published by the Florida Department of Consumer Services.

RESEARCH: Contractor shall research plans and site to determine present location of utilities and obstructions before commencing work. Contractor shall ensure that before he commences work that all necessary permits have been obtained.

The contractor shall personally examine the project site and fully acquaint himself with all of the existing conditions in order that no misunderstanding may occur.

No Additional compensation will be granted, after bid has been let for any hardships the contractor may encounter in the performance of his duty. Any discrepancies or errors not addressed at the time of bid.

DRAWINGS: Drawings are part of this contract. Any discrepancies between the drawings and specifications shall be brought to the attention of the owner at time of bid.

SCOPE: Under this contract, the work consists of furnishing all labor, material, equipment, transportation, etc., to complete all landscaping work as shown on the Drawings, as included in the Plant List and as herein specified. Work shall include all construction and maintenance/watering of all planting areas of this Contract until accepted by the Owner.

The contractor shall be responsible for all planting/maintenance of plants until acceptance by Owner. Contractor shall protect all existing structure, plants etc., from damage during the construction process.

All damage shall be repaired at the contractors expense

WARRANTY: All trees shall be warrantied for a period of 1 year. All shrubs and groundcovers shall be warrantied for a period of 90 days, and sod shall be warrantied for a period of 30 days. Warranty begins at time of acceptance. All warranties shall be provided to the owner.

REPLACEMENT: All plant replacements shall be done with the same size and species of plant that was specified.

SAMPLES: Samples of any landscape material may be required for approval on the site or as otherwise determined by the Owner. Upon approval of samples (i.e. mulch, planting soil, plant varieties, etc.) by the Owner, delivery of material may begin. Approved samples shall be stored on the site and protected until furnishing of materials is completed. Plant samples be planted in permanent positions, but labeled as samples.

SUBSTITUTIONS: Any substitutions made for any reason must be approved by the owner.

WATER: It is the contractors responsibility to obtain and adequately water the plants during the duration of the installation phase. All plants shall be freshly dug, healthy and be well branched, free from disease and insects.

CONTAINER GROWN MATERIAL: All container grown materials shall be healthy vigorous, well rooted plants, and established in the container so that the root mass will retain its shape and hold together when removed from the container.

PALMS: Only a minimum number of fronds shall be removed from the crown of palm trees to facilitate moving and handling. Cabbage palm heads shall be tied with a burlap strip per the following procedure: The first (inside) row of fronds contiguous to bud shall be removed. The next 3-4 rows shall be tied to bud for support. The remaining (lower) fronds shall be removed. Tied fronds and bud tip shall not be clipped. Burlap strip shall be left in place until the tree is well established.

PALMS: Clear trunk (c.t.) shall be measured from the ground at time of installation to the point where the mature aged trunk joins the immature green portion of the tree. Caliper shall be measured at breast height. Overall height (OA) shall be measured from the ground at the time of installation to a point one-quarter the length of the unopened bud below the bud tip.

SHADE TREES: Height shall be measured from the ground to the avg. height of canopy. Spread shall be measured to the average outer edge. Single trunk trees shall be free from low-croches.

SHRUBS: Height shall be measured from the ground to the average point where mature plant growth stops. Spread shall be measured to the end of branching equally across the shrub mass. Measurements are not to include any terminal growth.

SOD: Sod shall be measured on the basis of square footage. Contractor shall be responsible for coverage of the square footage shown on the plans.

SOD: Time delivery so that sod will be placed within 24 hours after.

MULCH: Apply 3" Pine Straw mulch to all planting areas. Keep mulch from piling up along the base of the tree and shrubs. Mulch to be measured after compaction.

FINE GRADING: The landscape contractor shall be responsible for fine grading of the site. This means that the site shall be brought within 1" of final grade so that the landscape contractor will be able to perform final grading. All landscape areas, sod areas, are to be fine graded.

PLANT LAYOUT: All bed areas shall have planting laid out prior to planting. The Landscape Architect shall review all layout prior to planting. If the bed and shrub layout is not inspected prior to planting, the Landscape Architect reserves the right to relocate the plants.

SOIL

Planting beds shall contain good soil, complete with organic sand mix. There shall be no construction debris, rock larger than 1" within bed areas. Soil shall be dark grey-brown in organic color and shall have good drainage characteristics. Soil within planting beds shall not be compacted. All compacted sub-base/shell is to be removed from all landscape areas.

BACKFILL/SOIL MIX ANNUALS
50% decomposed organic matter (muck) 100% Potting Soil
50% existing soil
pH: 5.5 - 7.0

FERTILIZER: Two fertilizers shall be used in all types of plantings except palms. Granular fertilizer shall be uniform in composition, dry and free flowing. This fertilizer shall be 6-6-6 Nitrogen-Phosphorous-Potassium. Tablet Fertilizer (Agriform or equal) in 21 gr size, shall meet the following requirements: 20% Nitrogen, 10% Phosphorous, 10% Potassium. The two fertilizers will be applied at the following rates:

1. PLANT SIZE 6-6-6 "AGRIFORM" TABLET (21 GRAM)
1 gal. 1/4 lb. 1
3 gal. 1/3 lb. 2
7-15 gal. 1/2 lb. 4
1"-6" caliper 2 lbs./1" cal. 2 1/1" caliper
6" and larger 3 lbs./1" cal. 2 1/1" caliper

2. Magnesium sulfate or "Palm Special" will be applied to all palms at installation at a rate of 1/2 lb. per inch of trunk caliper.

PRUNING: Each plant shall be pruned to complement the natural character of the tree. All dead and brown fronds, leaves, branches shall be removed.

TREE GUYING AND BRACING: Firmly stake or guy all trees in accordance with the plans and planting details immediately after planting to prevent wind damage.

WEED CONTROL: All landscape areas shall be free of nut grass, torpedo grass, and other noxious weeds.

PLANT MAINTENANCE: Contractor shall maintain all plants until final acceptance by owner.

CLEAN-UP: Contractor shall clean site area every day. The site shall be devoid of all rubbish, landscape debris, containers.

EXISTING BUILDING : EAST SIDE PLANT SCHEDULE

EXISTING PLANT MATERIAL TO REMAIN
(ANY MISSING OR DEAD MATERIAL SHALL BE REPLACED)

SPECIFICATIONS LISTED AS PER ORIGINALLY APPROVED FOR THIS PHASE						
Trees						
Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
9	CES12	Conocarpus erectus ser.	Silver Buttonwood	12'-14' Single trunk	Y	Maintain tree form, remove dead branches only.
8	COS8	Cordia sebestena	Geiger Tree	10' Ht x 5' sprd x 2.5" cal.	Y	Maintain tree form, remove dead branches only.
5	CS12	Cassia surattensis	Glaucous Cassia	12' Ht x6' sprd, x 2.5" cal	N	Maintain tree form, remove dead branches only.
9	IA12	Ilex attenuata	East Palatka Holly	12' - 14' oa, 5' sprd, 3" cal	Y	Maintain tree form, remove dead branches only.
10	CES12	Conocarpus erectus ser.	Silver Buttonwood	12"x10' multi (replaced the wax myrtle)	Y	Maintain tree form, remove dead branches only.
10	CES-R	Conocarpus erectus ser.	Silver Buttonwood	RELOCATED (12'-14' multi trunk)*	Y	* must be 12", do not trim & let grow to meet code req
2	MG14	Magnolia grandiflora	Southern Magnolia Brown Brackens	14' Ht x 7' Sprd, 3" Cal	Y	Maintain tree form, remove dead branches only.
16	QV18	Quercus virginiana	Live Oak	18'-20' oa Ht x 10' sprd, 5" cal	Y	Maintain tree form, remove dead branches only.
2	TH12	Tabebuia heterophylla	Pink Tab	12' HT x 6' sprd. x 2.5" cal	N	Maintain tree form, remove dead branches only.

Palms						
Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
21	SP20	Sabal palmetto	Cabbage Palm	18', 22' & 26' gw, stg hts	Y	Remove dead fronds, and seed pods.

Accents, Shrubs & Groundcovers						
Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
21	CRI	Crinum asiaticum	Crinum Lily	7 gal. 30" ht full	N	Removed Dead Leaves, spray w/copper
3	JAT	Jatropha hastata	Jatropha STD	5'-6' oa; full	N	Maintain 7'-8"
214	CHR	Chrysobalanus icaco 't'	Red Tip Cocoplum	24" height min x 24"; tip to tip.	Y	Maintain 36"-48"
147	CLU	Clusia guttifera	Small Leaf Clusea	24" height min x 24"; tip to tip.	N	Maintain 36"-60"
184	FIM3	Ficus microcarpa	Green Island Ficus	3 gallon, full; 18"x18" oc	N	Remove dead leaves
16	GAR3	Gardenia jasm. 'Miami Supreme'	Gardenia	3 gallon 20"x20"; full	Y	Maintain 36" -48"
312	HAMD3	Hamelia nodosa	Dwarf Firebush	3 gallon 16"x18"; tip to tip	Y	Maintain 48"- 72"
272	JAS3	Jasmine simplicifolium	Wax Jasmine	3 gallon 20"x20"; tip to tip	N	Maintain 24"-30"
169	SCHC3	Schefflera arboricola variegatum	Var. Dwarf Schefflera "Capella"	3 gallon 24"x24"; 2' oc	N	Maintain 30"-48"
106	ILEX3	Ilex vomitoria nana	Dwarf Yaupon Holly	3 gallon 14"x14"; 18" oc	Y	Maintain 36"-48"
200	NEP3	Nephrolepis exaltata	Boston Fern	3 gallon 20"x20"; 2' o.c.	Y	Remove dead leaves
TBD	sod	Stenotaphrum secundatum	St. Augustine Floritam Sod	Certified Disease & Insect Free		
TBD	MUL1	Mulch	Eucalyptus "Grade A"	3" thick		Mulch on an annual basis, replenish areas as necessary

PROPOSED BUILDING : C-1 WEST SIDE PLANT SCHEDULE

SPECIFICATIONS LISTED AS PER CURRENT 2021 CODE REQUIREMENTS FOR PLANTINGS PERTAINING TO THIS PHASE						
Trees						
Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
9	CE14	Conocarpus erectus.	Green Buttonwood	14'-16' ht x 6' Sprd, 2.5" dbh, 5' ct	Y	Maintain tree form, remove dead branches only.
8	CES12	Conocarpus erectus ser.	Silver Buttonwood	12'-13' multi trunk, 2" dbh, 5' spr, 4.5" ct.	Y	remove dead branches only.
2	CES-E	Conocarpus erectus ser.	Silver Buttonwood	EXISTING (refer to TDP) *	Y	remove dead branches only.
2	COS8	Cordia sebestena	Geiger Tree	8'-10' Ht x 4.5 sprd, 1.5" dbh, 4' ct	Y	Maintain tree form, remove dead branches only.
5	CS-E	Cassia surattensis	Glaucous Cassia	EXISTING (refer to TDP)	N	Maintain tree form, remove dead branches only.
12	IA12	Ilex attenuata	East Palatka Holly	12'-13' ht x 5' sprd, 2" dbh, 4.5 ct	Y	Maintain tree form, remove dead branches only.
2	MG14	Magnolia grandiflora	Southern Magnolia Brown Brackens	14'-16' ht x 6' Sprd, 2.5" dbh, 5' ct	Y	Maintain tree form, remove dead branches only.
3	QV-E	Quercus virginiana	Live Oak	EXISTING (refer to TDP)	Y	Maintain tree form, remove dead branches only.
5	QV18	Quercus virginiana	Live Oak	18'-20' oa Ht x 10' sprd, 3.5" dbh, 6' ct	Y	Maintain tree form, remove dead branches only.
1	TH-R	Tabebuia heterophylla	Pink Tab	RELOCATED** (refer to TDP)	N	Maintain tree form, remove dead branches only.
2	TH-E	Tabebuia heterophylla	Pink Tab	EXISTING (refer to TDP) *	N	Maintain tree form, remove dead branches only.

Palms						
Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
5	CN-E	Cocos nucifera	Coconut Palm	EXISTING (refer to TDP)	N	Remove dead fronds, and seed pods.
3	SP-E	Sabal palmetto	Cabbage Palm	EXISTING (refer to TDP)	Y	Remove dead fronds, and seed pods.
17	SP-R	Sabal palmetto	Cabbage Palm	18', 22' & 26' gw, stg hts (refer to TDP)	Y	Remove dead fronds, and seed pods.

Accents, Shrubs & Groundcovers

Qty	Sym	Botanical Name	Common Name	Specification	Native	Maintenance
16	CRI	Crinum asiaticum	Crinum Lily	7 gal. 30" ht full	N	Removed Dead Leaves, spray w/copper
24	CHR-E	Chrysobalanus icaco 't'	Red Tip Cocoplum	EXISTING (24" height min x 24"; tip to tip.)	Y	Maintain 36"-48" - infill as needed
309	CHR	Chrysobalanus icaco 't'	Red Tip Cocoplum	24" height min x 24"; tip to tip.	Y	Maintain 36"-48"
65	CLU	Clusia guttifera	Small Leaf Clusea	24" height min x 24"; tip to tip.	N	Maintain 36"-60"
480	FIM3	Ficus microcarpa	Green Island Ficus	3 gallon, full; 18"x18" oc	N	Remove dead leaves
2	GAR3	Gardenia jasm. 'Miami Supreme'	Gardenia	3 gallon 20"x20"; full	Y	Maintain 36" -48"
114	HAMD3	Hamelia nodosa	Dwarf Firebush	3 gallon 16"x18"; tip to tip	Y	Maintain 48"- 72"
108	JAS3	Jasmine simplicifolium	Wax Jasmine	3 gallon 20"x20"; tip to tip	N	Maintain 24"-30"
69	SCHC3	Schefflera arboricola variegatum	Var. Dwarf Schefflera "Capella"	3 gallon 24"x24"; 2' oc	N	Maintain 30"-48"

209	ILEX3	Ilex vomitoria nana	Dwarf Yaupon Holly	3 gallon 14"x14"; 18" oc	Y	Maintain 36"-48"
128	LIR3	Liriope muscari EG	Evergreen Giant Liriope	3 gallon 20"x20"; 2' o.c.	N	Remove dead leaves
tbd	sod	Stenotaphrum secundatum	St. Augustine Floritam Sod	Certified Disease & Insect Free		
tbd	MUL1	Mulch	Eucalyptus "Grade A"	3" thick		Mulch on an annual basis, replenish areas as necessary

Section 98-80

MINIMUM LANDSCAPE REQUIREMENTS	REQUIRED	PROVIDED*
PERIMETER TREES (1:30 LF)*	63	63 TREES.

* based on code at time of original Phase one approvals/construction, however buffers fronting the phase two portion shall meet current code at one 14'-16' tree per 40 lf AND one 8'-10' small tree per 100 lf.

NORTH 604.7 lf / 30 = 20.2 (nw & 15' d a l u e. w/ o. h. w.)	2	2 small TREES
EAST 315.7 lf / 30 = 10.5 (nw & 15' d a l u e. w/ o. h. w.)	2	2 small TREES
SOUTH 601.6 lf / 30 = 20.1 (15' u e w/ o. h. w.)		
WEST 365.8 lf / 30 = 12.2		

INTERIOR TREES (1 tree per 1500 SF of pervious area req)	24	34 TREES
35,481.51 sf / 1500 = 23.65 = 24 trees		46 PALMS

PARKING LOT TREES (1 per each end & 1 per each interior island)	24	25 TREES
94 parking spaces / 10 = 9.4 : therefore 10 interior islands required & provided		

14 end islands	113	124 TREES
10 interior islands		46 PALMS

73 existing trees		
36 proposed trees		
15 relocated trees		
29 existing palms		
17 relocated palms		
46 @ 3:1 = 15 tree credits		

FLOWERING TREES (10% of 108 req trees)*	11	29
TREES/PALMS INSTALLED &/OR EX. @ + HT (50% of required # of trees)	57	> 57* (incl existing & proposed trees & palms)

SHRUBS/GROUNDCOVER (20 per req trees)	2160	3114
FLOWERING SHRUBS (10% of req shrubs)	216	827

* All Provided calculations Include existing trees and palms that shall remain &/or being relocated

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Any inconsistencies w/ these plans need to be reported to LBLA and the Owner. Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.



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Lake Worth, FL 33467
Phone: 561-644-3237
lbenderlarch@gmail.com
FL-LA6666715



FL REG. LA - REG. NUMBER: LA6666715

HNM PROJECT NUMBER:
15-001.4

ISSUED DATE:
2021-05-11

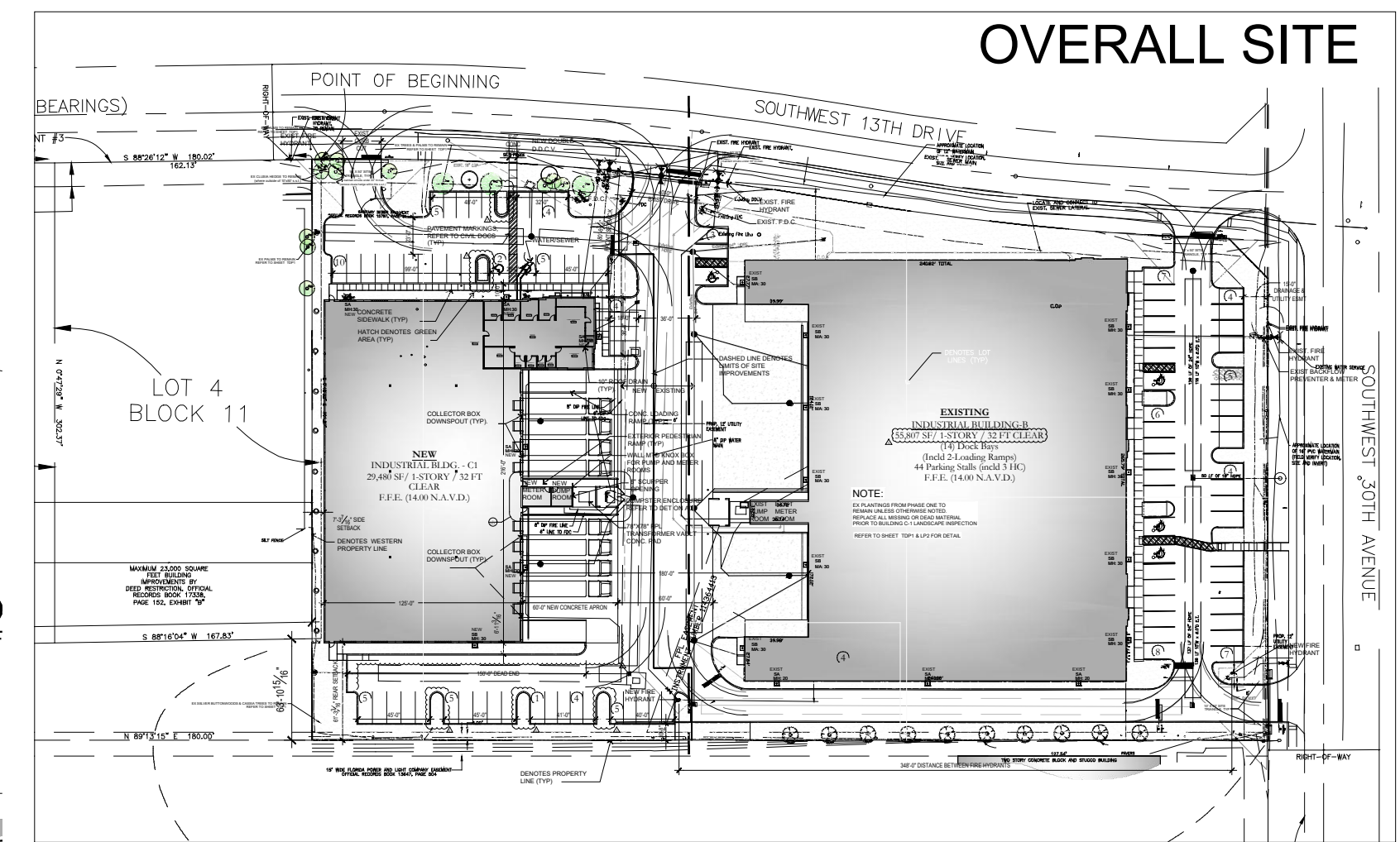
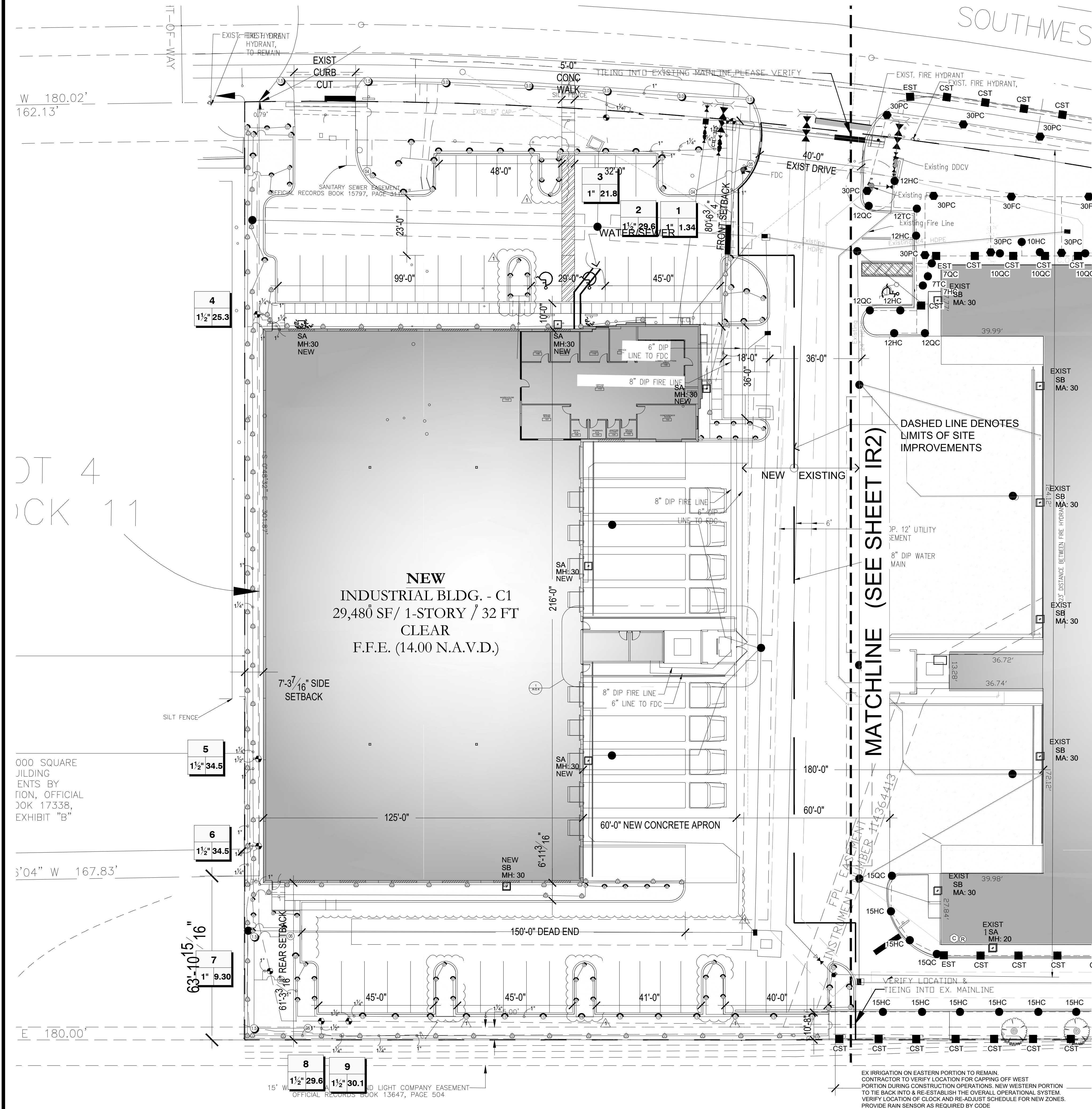
SCALE:
N/A

TITLE:

PLANT LIST, DETAILS
& SPECIFICATIONS

DRAWING NUMBER:

LP3



LEGEND - WESTERN PORTION ONLY

SYMBOL	MANUFACTURER/MODEL
	Hunter PROS-04 5' strip spray
	Hunter PROS-04 8' radius
	Hunter PROS-04 10' radius
	Hunter PROS-04 12' radius
	Hunter PROS-04 15' radius
	Hunter PROS-12 5' strip spray
	Hunter PROS-12 8' radius
	Hunter PROS-12 10' radius
	Hunter PROS-12 12' radius
SYMBOL	MANUFACTURER/MODEL
	Hunter PGP-ADJ-B
	Hunter PGP-ADJ-B
	Hunter PGP-ADJ-LA
	Hunter PGP-ADJ-LA
	Hunter PGP-ADJ-LA
	Hunter PGP-ADJ-LA
SYMBOL	MANUFACTURER/MODEL
	Hunter PGPV-101G 1"
	Hunter PGPV-151 Globe 1-1/2"
	Irrigation Lateral Line: PVC Class 200 SDR 21 1"
	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/4"
	Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"
	Irrigation Mainline: PVC Class 200 SDR 21 2"
	Pipe Sleeve: PVC Schedule 40 2"
	Pipe Sleeve: PVC Schedule 40 4"
	Valve Callout
	Valve Number
	Valve Flow
	Valve Size
	Clock
	Rain Sensor

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	PRECIP
1	Hunter PGPV-101G	1"	Turf Spray	1.34	0.88 in/h
2	Hunter PGPV-151 Globe	1-1/2"	Shrub Spray	29.60	1.12 in/h
3	Hunter PGPV-101G	1"	Turf Rotor	21.80	0.96 in/h
4	Hunter PGPV-151 Globe	1-1/2"	Shrub Spray	25.33	1.46 in/h
5	Hunter PGPV-151 Globe	1-1/2"	Turf Spray	34.53	1.35 in/h
6	Hunter PGPV-151 Globe	1-1/2"	Shrub Spray	34.45	1.60 in/h
7	Hunter PGPV-101G	1"	Turf Rotor	9.30	0.83 in/h
8	Hunter PGPV-151 Globe	1-1/2"	Shrub Spray	29.61	1.55 in/h
9	Hunter PGPV-151 Globe	1-1/2"	Turf Spray	30.10	0.84 in/h

GRAPHIC SCALE

20' 0 20' 40'

(IN FEET)

1 inch = 20'-0"

Contractor to verify property lines and setbacks before construction. Contractor must have property lines staked and located, and must verify plan dimensions and field conditions are consistent. Any inconsistencies w/ these plans need to be reported to ALD and the Owner. Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction

A Rain Sensor shall be placed in area that will not have any interference to properly function. (ie .roof overhangs, tree canopies, etc)

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GEN 3

BLDG C-1

1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

OVERALL SITE

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
www.callsunshine.com

Existing Irrigation System shall be modified / adjusted to provide 100% coverage of all new plant material.

HNM ARCHITECTURE

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FLORIDA LANDSCAPE ARCHITECT

LYNN M. BENDER
FL REG. LA - REG. NUMBER: LA6666715
ELECTRONIC SIGNATURE SERIAL NUMBER: 1716/21

HNM PROJECT NUMBER: 15-001.4

ISSUED DATE: 2019-07-23

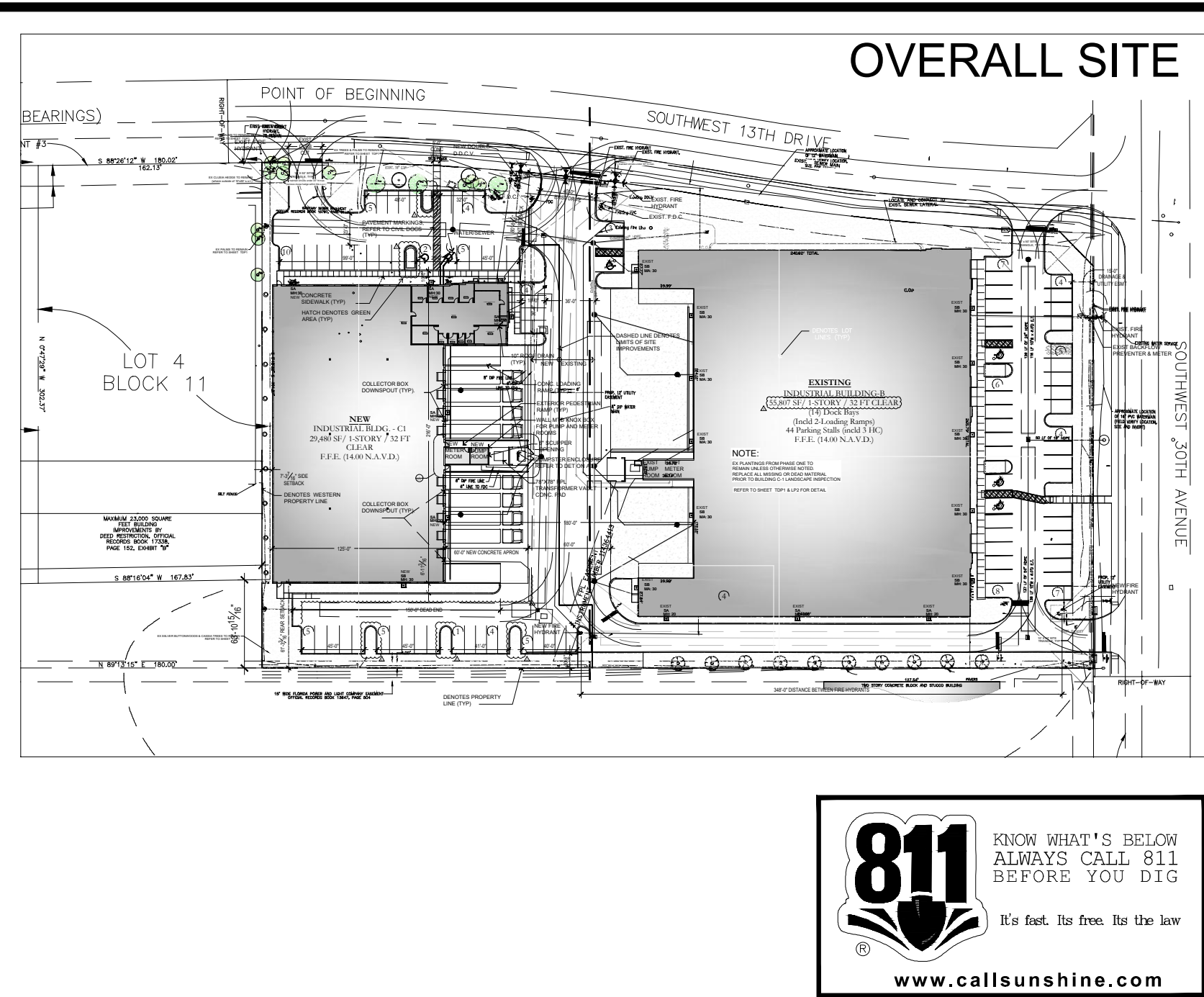
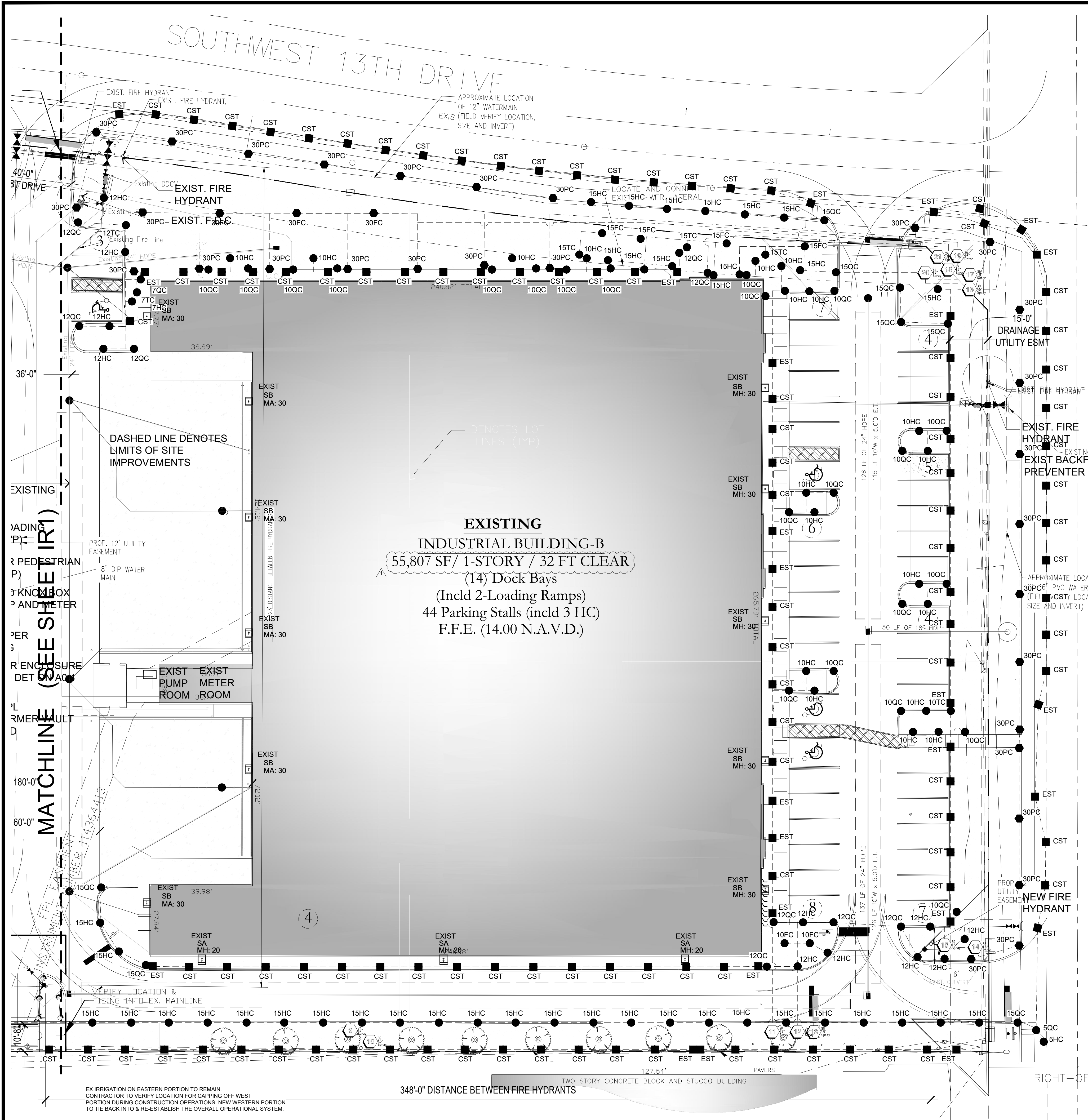
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TITLE: BLDG C-1 PROPOSED IRRIGATION PLAN

DRAWING NUMBER: IR1

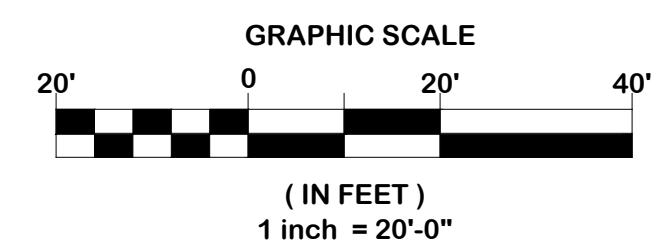
1 IRRIGATION PLAN : BLDG C-1 PROPOSED

Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.



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A Rain Sensor shall be placed in area that will not have any interference to properly function. (ie. roof overhangs, tree canopies, etc)



Project Landscape Architect:



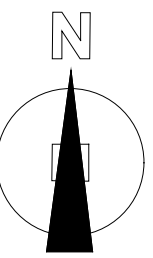
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ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
15-001.4
ISSUED DATE:
2019-07-23
SCALE:
1"=20'-0"



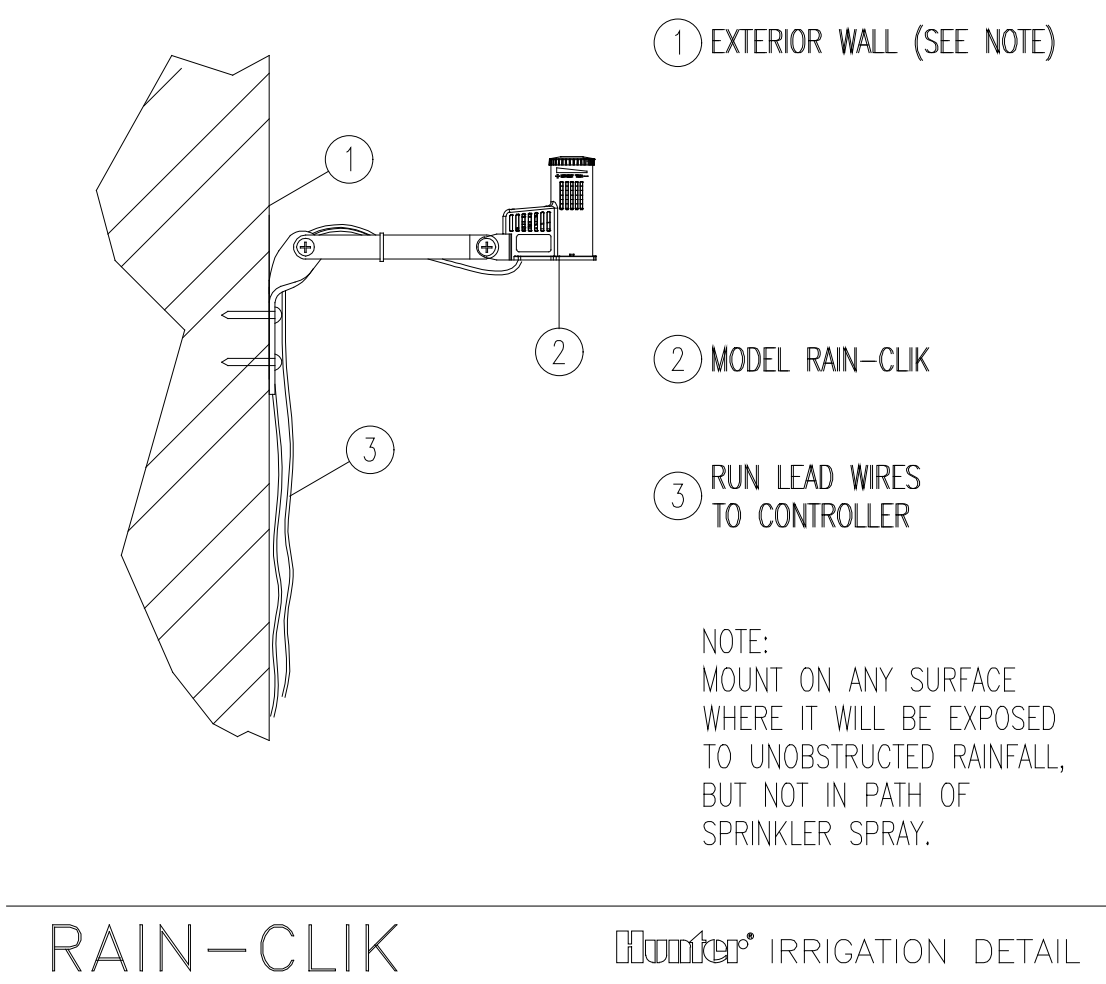
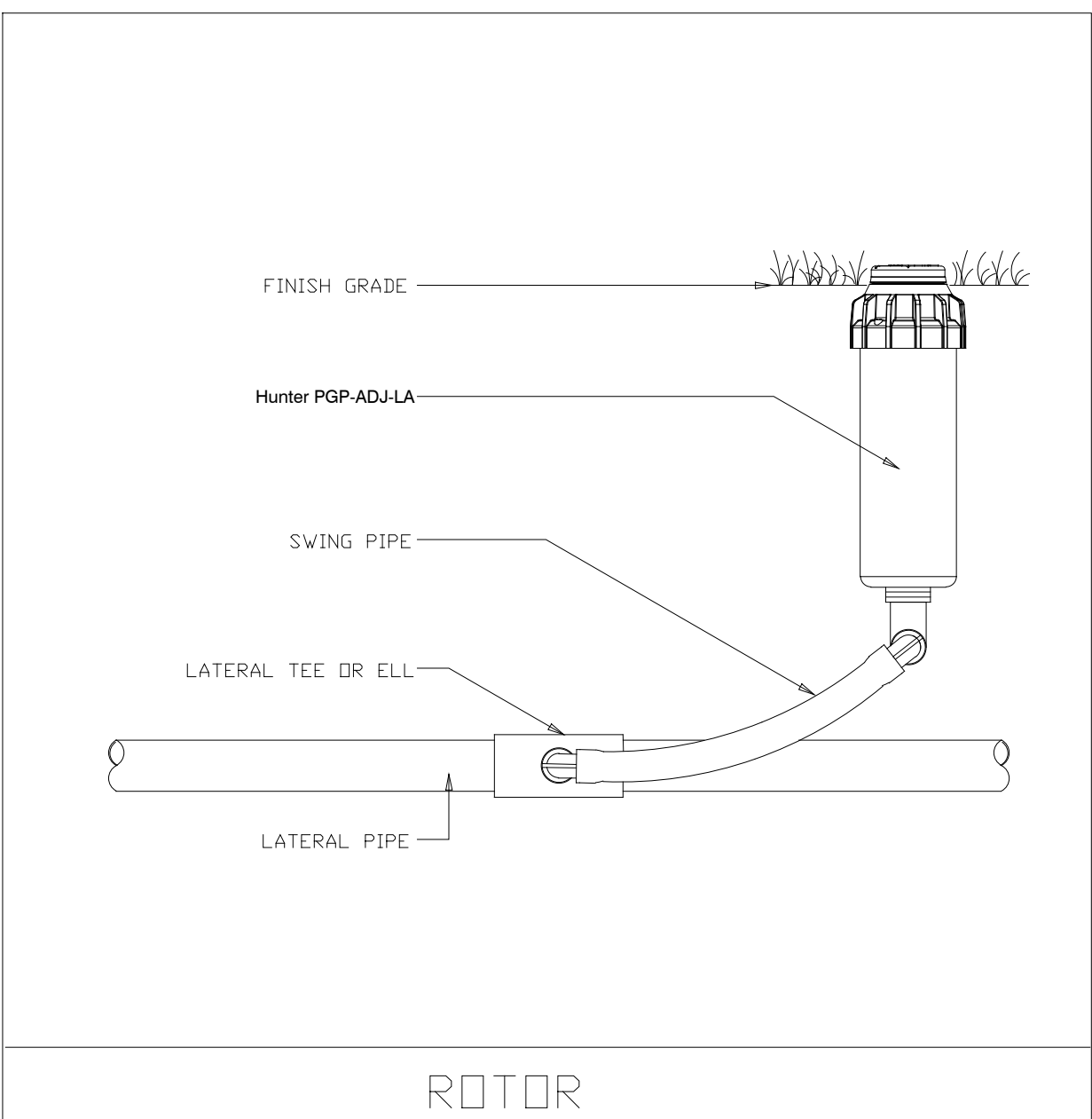
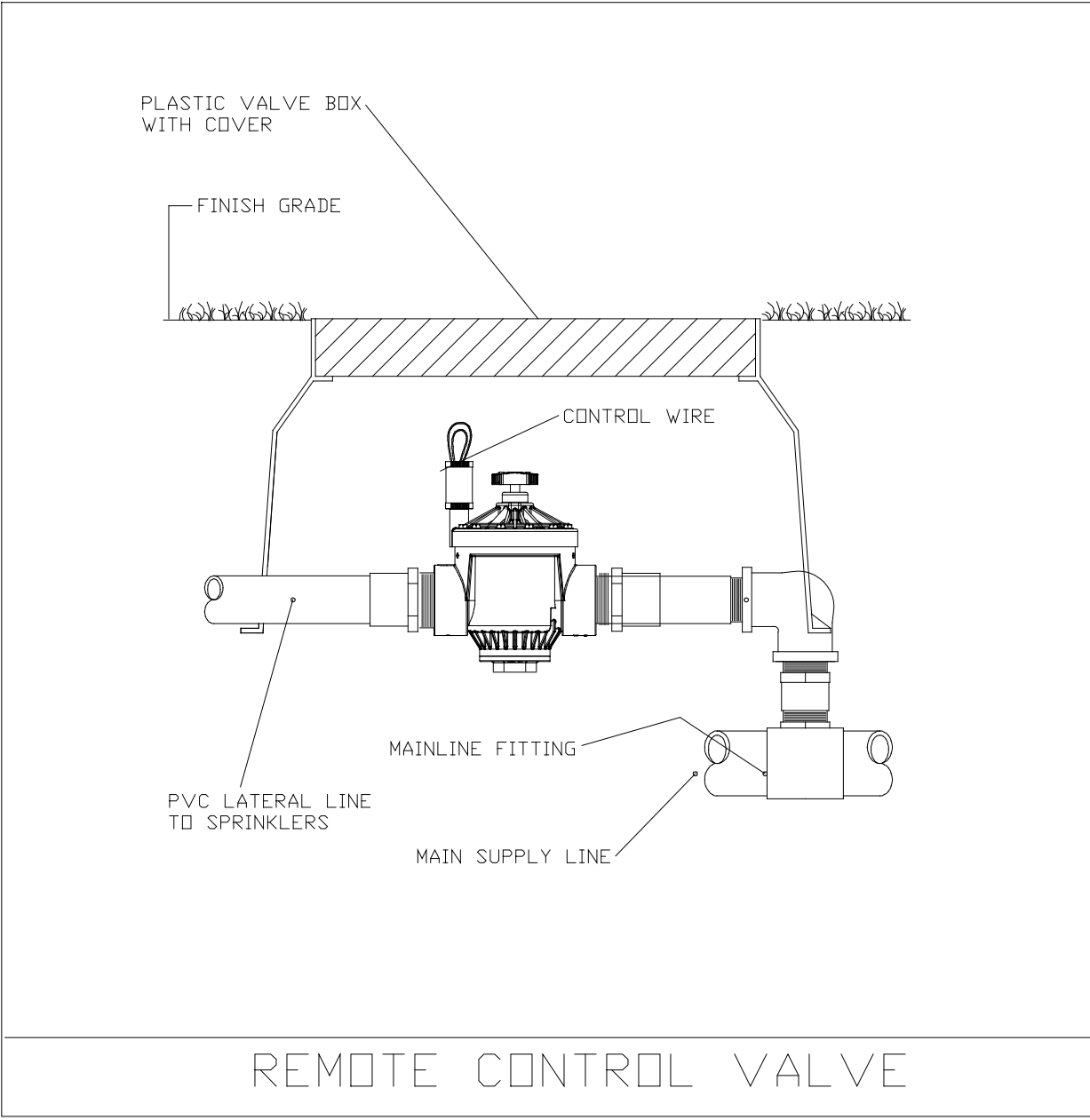
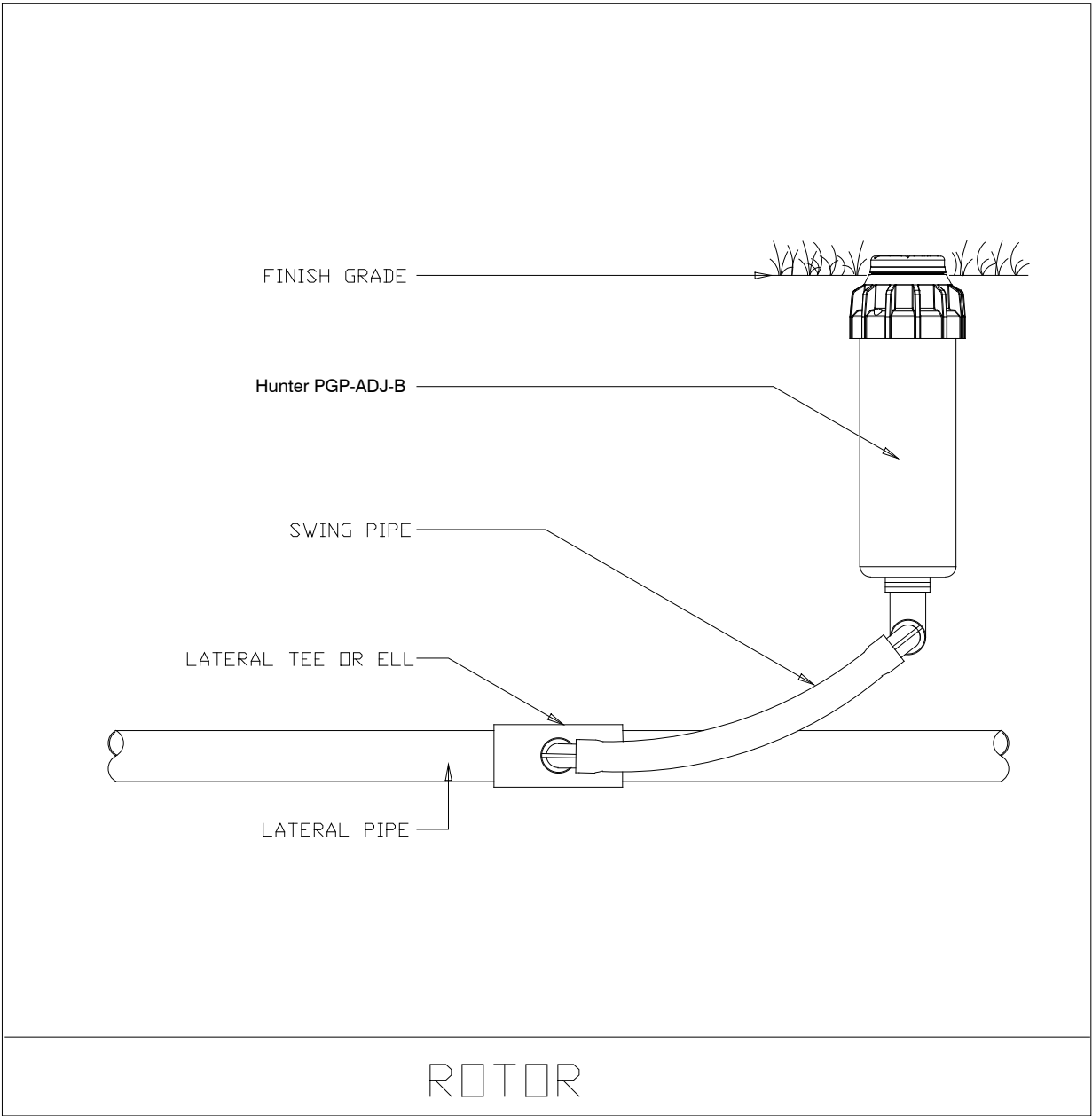
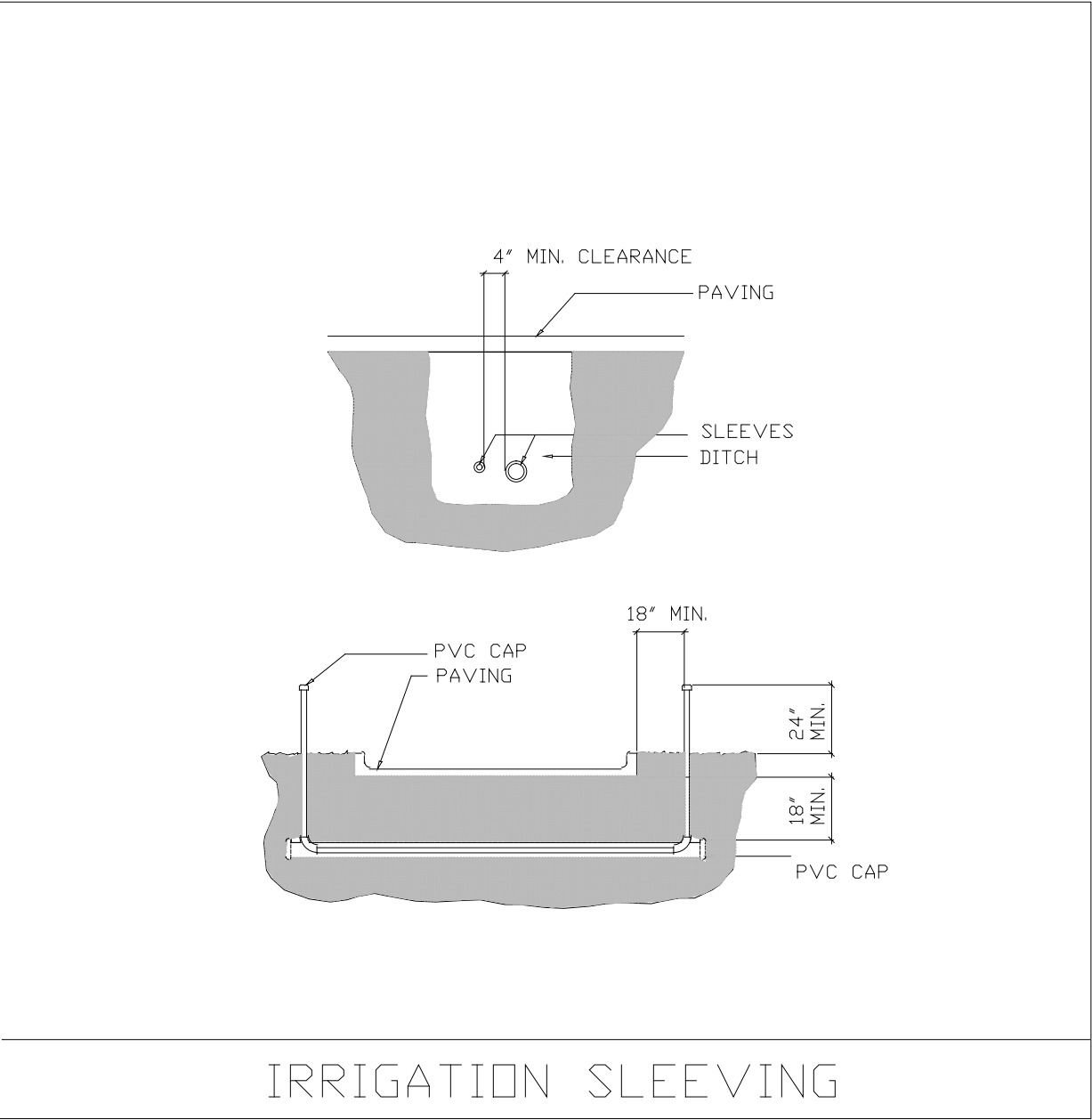
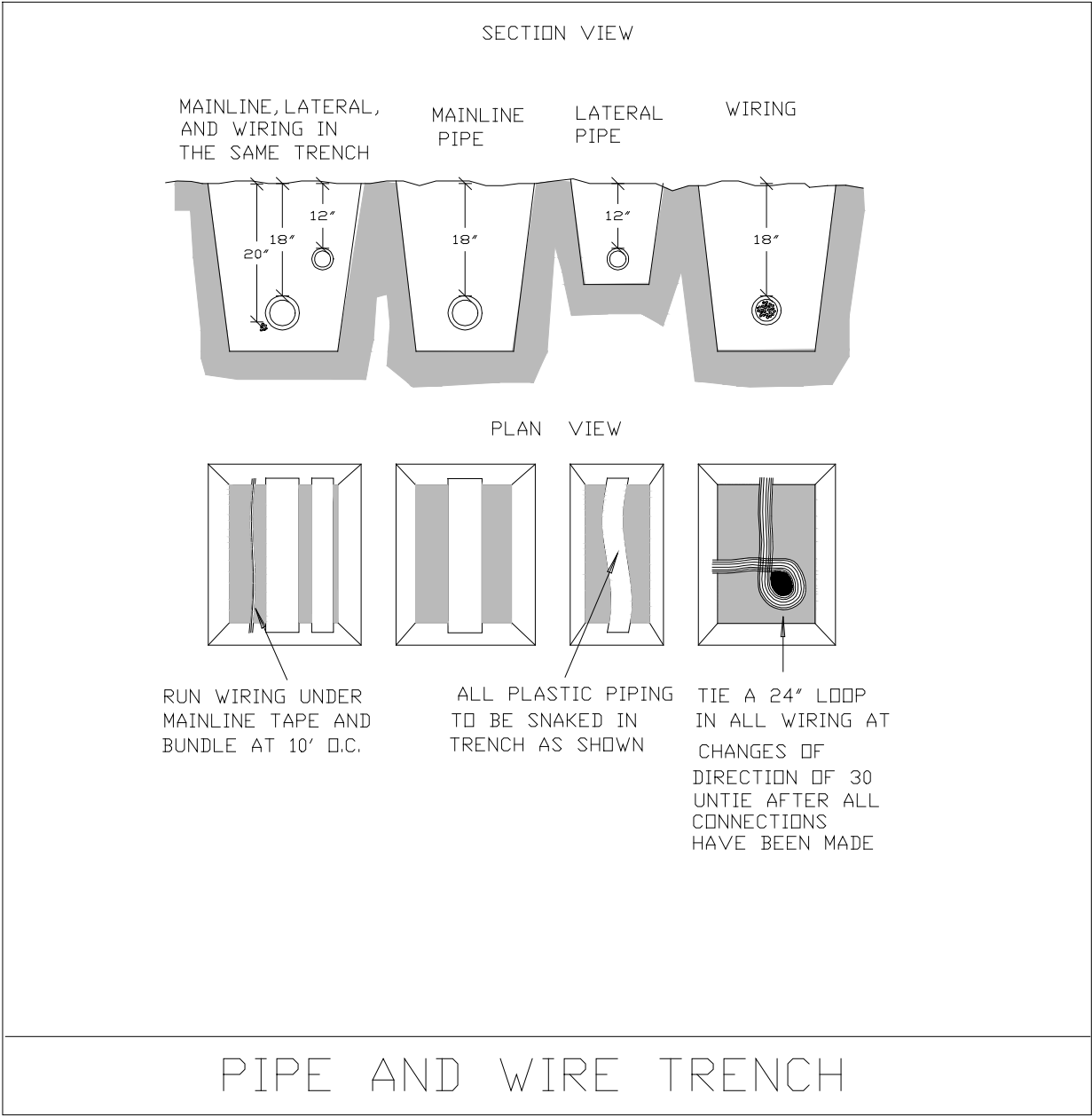
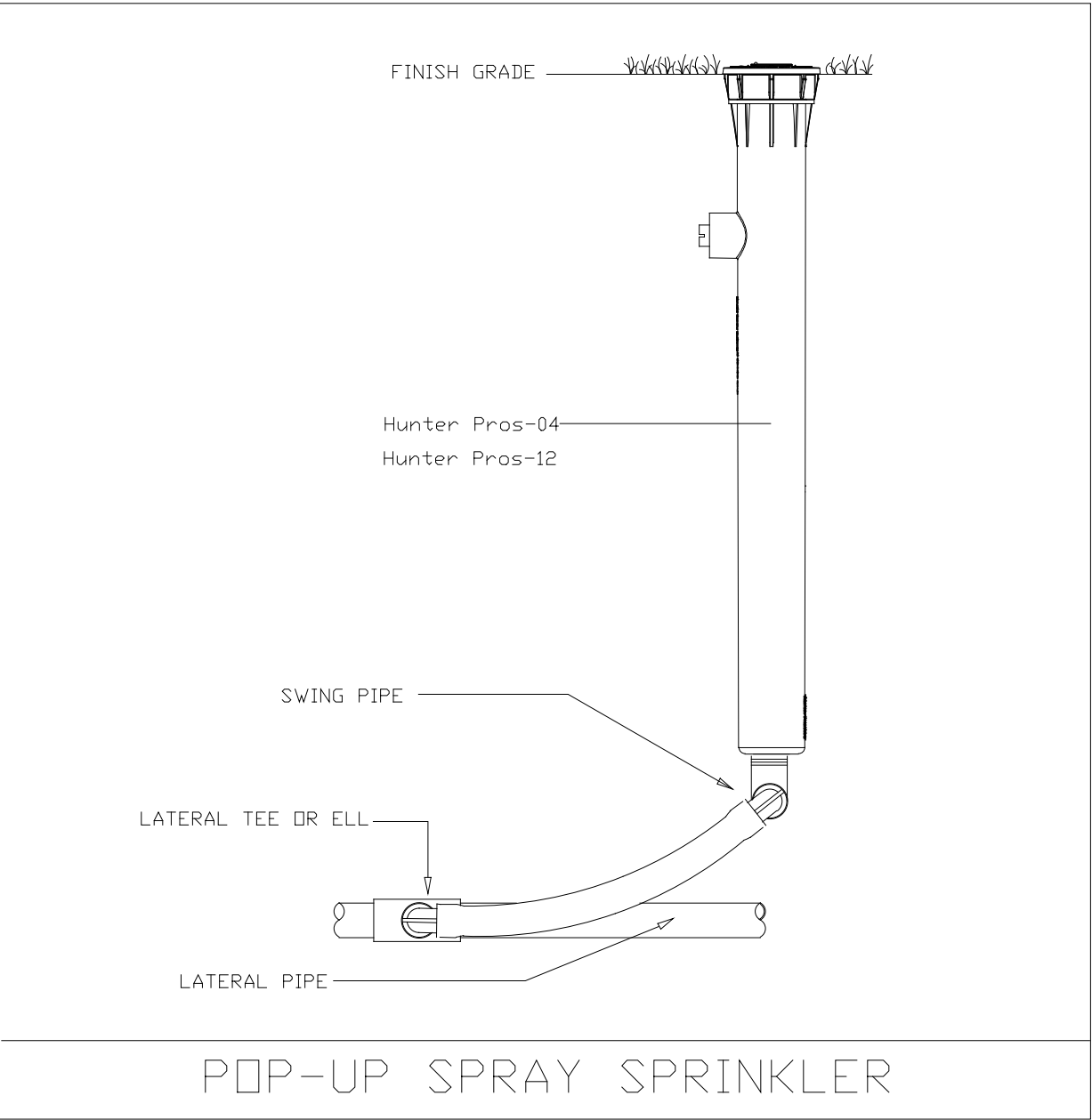
TITLE:
**PHASE 1
EXISTING
IRRIGATION PLAN**

DRAWING NUMBER:

IR2

IRRIGATION PLAN : PHASE ONE EXISTING

Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.



Notes

Contractor shall verify all quantities indicated at time of bid.
Contractor shall provide unit prices at time of bid.
All contractors working on the project shall be licensed and fully insured as required.
Contractor is responsible to ensure that 100% Irrigation coverage exists.
Contractor shall adjust heads and spray as necessary to minimize overspray and ensuring proper bed coverage.
No risers are to be used along walkways or where they will be visible.
All PVC pipe to be sized so that water velocity does not exceed a speed of 5 feet per second.
Contractor is to provide a full and complete functioning irrigation system.
Contractor is to provide an As-built drawing of completed project.
Contractor to obtain a R/W permit for all irrigation within the R/W.
All new Plantings, and sod are to be irrigated w/ 100% coverage.
Contractor to use risers in all shrub beds.
Contractor to use 12" Pop-ups in all shrub beds adjacent to walkways.
30" Risers are to be used around bldgs wherever shrubs are planted.
Riser shall be staked w/ Rebar or equally strong supporting rod.

Spray heads to be Hunter, or equivalent substitute. (Owner to approve substitutions)
Contractor to verify adequate pressure exists on the main line.
Contractor to locate all existing utilities on site prior to construction.
Use Low angle heads whenever near vehicles.
Contractor shall minimize any overspray.
Valves are not to be located in drainage areas.
Plan shows schematic locations only.
Spray heads to be Hunter, or equivalent substitute. (Owner to approve substitutions)
Contractor to verify adequate pressure exists on the main line.
Contractor to locate all existing utilities on site prior to construction.
Irrigation design based on 35-40 GPM.
Risers to be used adjacent to building where plantings are evident.
Spray heads PS-00-A (Hunter) 12" Pop-ups to be used adjacent to walkways wherever plantings are evident. SRS-12-A
Rain Sensor shall be placed in area that will not have any interference to properly function. (ie .roof overhangs, tree canopies, etc)

Specifications

The Contractor shall be responsible for providing a complete and operable system for the irrigation of all landscape planting on site. Plans and specifications may not indicate all items necessary for the proper irrigation of the project. This shall not relieve the contractor of his responsibility to furnish labor, materials and equipment required for a complete and proper system.

The Contractor shall be responsible for adjusting head location, type and size and any other system components to comply with the requirements of landscape planting as installed. Such adjustments shall be made at no cost to the Owner except when authorized in writing. Such adjustments will be compensated at the unit prices indicated in the proposal.

Contractors shall personally examine the site and fully acquaint themselves with all of the existing conditions in order that no misunderstanding may afterwards arise to the character or as to the extent of the work to be done; and likewise, in order to advise and acquaint themselves with all precautions to be taken in order to avoid injury to person or property.

PLANTING MATERIAL: The contractor shall make every possible effort to avoid existing plant material that has been tagged for preservation. Where such material falls in the path of trenching, the Contractor shall reroute the pipe or hand trench as necessary, to protect the designated plant material. Any damage caused by the contractor to newly introduced plant material or sod shall be restored to its original condition prior to final acceptance by owner.

AS-BUILT DRAWINGS: After completion of piping installation, the Contractor shall furnish As-Built drawings on a stable mylar, showing all heads, valves, and pipe lines, to scale. Instruction sheets, and Parts list covering equipment will be provided to the Owner.

SUBSTITUTIONS : Any substitution made must be approved by Owner.

All pipe and control lines shall be sleeved with Schedule 40 PVC and placed a minimum of 24" below grade and backfilled with clean sand. No rock is to be in contact with PVC pipe.

CODES AND STANDARDS : The contractor shall be responsible for constructing the system in complete accordance with all applicable codes ordinances and laws or any modifications made to conform with said codes, laws and ordinances shall be completed at the contractors expense at no additional cost to the Client.

The Irrigation Contractor is entirely responsible for the work until final acceptance by the Owner.

All circuit pipe shall be class 160 PVC or a higher grade. All main fittings shall be reinforced with 2000-psi. poured concrete thrust blocks as shown on drawings.

Contractor will guarantee for a period of one (1) year the quality of his materials and workmanship. This period will start with the final Acceptance by the Owner.

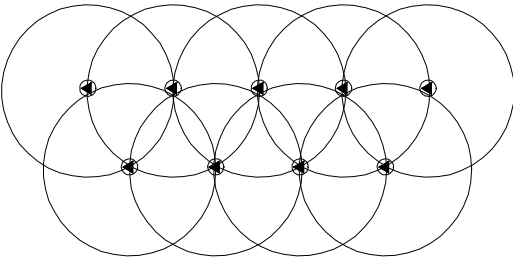
Pipe Size Chart

It shall be the contractors responsibility that the following pipe schedule is followed.

1/2" Pipe	0-5 gpm
3/4" Pipe	6-10 gpm
1" Pipe	11-16 gpm
1-1/4" Pipe	17- 25 gpm
1-1/2" Pipe	26-40 gpm
2" Pipe	41-60 gpm

Irrigation Details

Irrigation heads shall be placed so that they provide head - to - head coverage. 100% overlap



A Backflow Preventer will be necessary.
A Rain sensor shall be installed on the irrigation system.

Contractors are to provide the following items at time of bid:
Quantities of heads, length of main line, clock, no. of valves.
Also, contracotr are to provide unit prices for these items.
All sleeving shall be the responsibility of the irrigation contractor.



Contractor to verify property lines and setbacks before construction.
Contractor must have property lines staked and located, and must verify plan dimensions and field conditions are consistent.
Any Inconsistencies w/ these plans need to be reported to ALD and the Owner.
Contractor shall verify that he has the most up to date plans, and that they have been approved and accepted by the Owner before commencing construction.

Project Landscape Architect:



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GEN 3
BLDG C-1
1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

1 2021-06-10
DRC COMMENTS (4 ADDED INTERIOR ISLANDS)

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CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND FIELD CONDITIONS AND NOTIFY ARCHITECT/ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

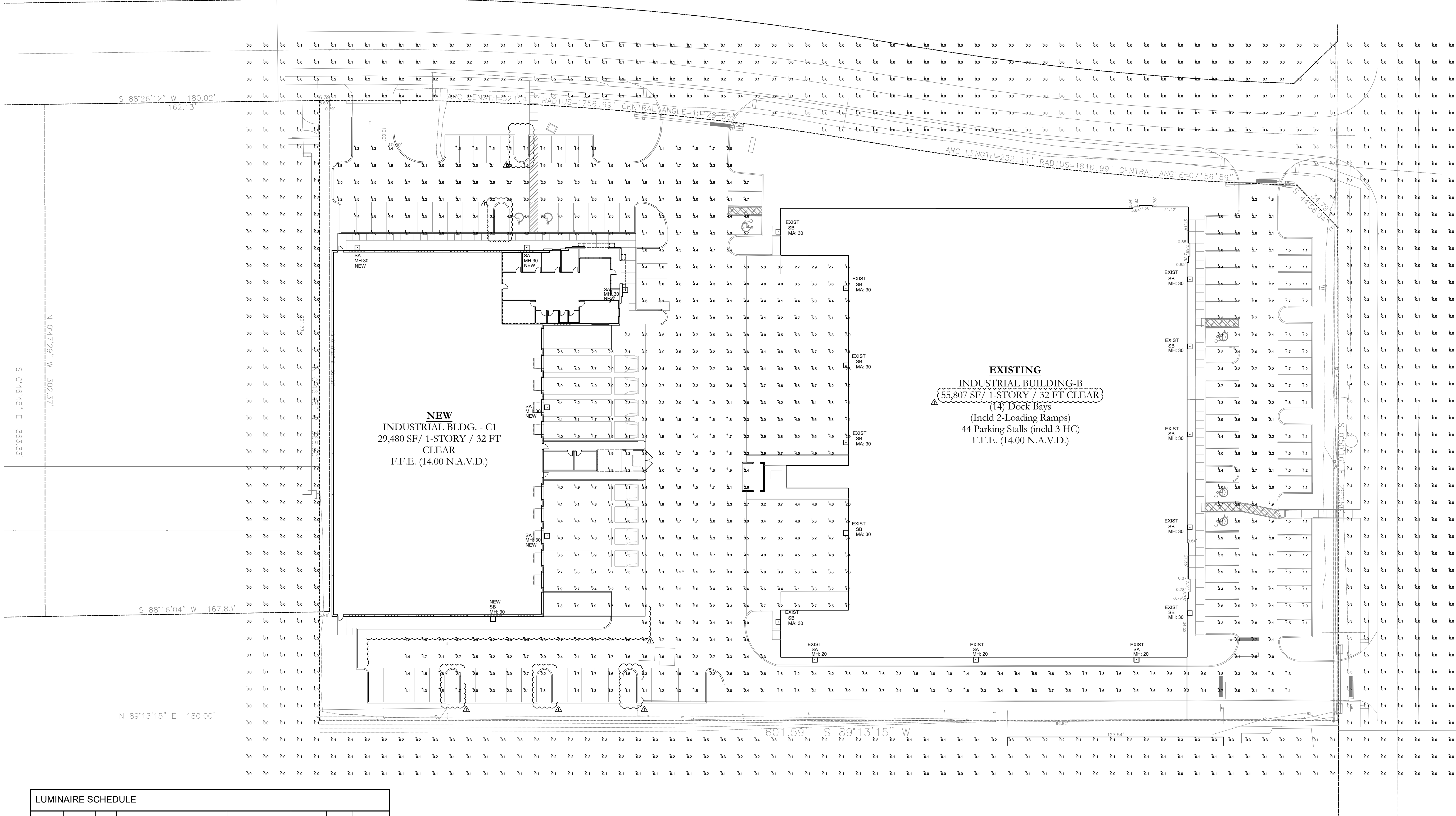


FL REG. LA - REG. NUMBER: LA6666715
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:	15-001.4
ISSUED DATE:	2019-06-10
SCALE:	1"=20'-0"

TITLE:
**BLDG C-1
PROPOSED
IRRIGATION PLAN**

DRAWING NUMBER:
IR3



LUMINAIRE SCHEDULE						
SYMBOL	LABEL	QTY	CATALOG NUMBER	LAMP	LUMENS	LLF
	SA	8	VNTLEDL033004SNUINS10XXBZHO / WALL MTD AT 30' AFG	8 High Brightness LEDs - 5000K - 70 CRI	30543	0.90
	SB	12	VNTLEDL033003MNUINS10XXBZHO / WALL MTD AT 30' AFG	48 LEDs Driven at 700mA - 5000K - 70 CRI	30681	0.90

STATISTICS							
Label	Calc Type	Units	Avg	Max	Min	Avg/Min	Max/Min
Area	Illuminance	Fc	3.01	6.7	1.0	3.01	6.70
Spill Light	Illuminance	Fc	0.08	0.5	0.0	N/A	N/A

EXISTING
INDUSTRIAL BUILDING-B
55,807 SF/ 1-STORY / 32 FT CLEAR
(14) Dock Bays
(Incl 2-Loading Ramps)
44 Parking Stalls (incl 3 HC)
F.F.E. (14.00 N.A.V.D.)

NEW
INDUSTRIAL BLDG. - C1
29,480 SF/ 1-STORY / 32 FT
CLEAR
F.F.E. (14.00 N.A.V.D.)

GEN 3
BLDG C-1
1371 SOUTHWEST 30TH AVENUE
DEERFIELD BEACH, FLORIDA 33442-8149

2021-06-10
DRC COMMENTS

NO.	DATE	REVISION
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HNM

ARCHITECTURE

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info@hnmarchitecture.com • A03000729 • www.hnm-architecture.com

STATE OF FLORIDA
MICHAEL W. HANLON
REGISTERED ARCHITECT
AR 0017270

MICHAEL W. HANLON
FLORIDA REGISTERED ARCHITECT • REG. NUMBER: AR0017270
ELECTRONIC SIGNATURE SERIAL NUMBER:

HNM PROJECT NUMBER:
15-001.4

ISSUED DATE:
2021-08-06

SCALE:
AS NOTED

TITLE:
PHOTOMETRIC
SITE PLAN

DRAWING NUMBER:
A-0.3



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1032

Agenda Date: 12/7/2021

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.N. 2022-013: Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the program year 2020/2021 Consolidated Annual Performance and Evaluation Report ("CAPER") for Housing and Community Development Programs; authorizing submission of the CAPER to HUD; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

As a recipient of CDBG entitlement formula federal funds from the Department of Housing and Urban Development ("HUD"), the City is required to submit a Consolidated Annual Performance Evaluation Report ("CAPER") to HUD within 90 days after the end of the fiscal year. The CAPER describes the activities undertaken during the year beginning October 1, 2020 and ending September 30, 2021. This includes information on the City's Community Services Programs (formally known as Legislative & Community Affairs), the resources made available to administer the programs and where and how these resources were invested.

Current Activity

The CAPER outlines the City's performance relative to the expenditure of Community Development Block Grant (CDBG) program funds to accomplish the goals stated in the fiscal year 2020-2024 Consolidated Plan and fiscal year 2020-2021 Annual Action Plan.

In accordance with the City's approved Citizen Participation Plan, the CAPER was advertised for a 30- day public comment period, commencing November 1, 2021 and ending November 30, 2021. A public hearing will be held at the City Commission meeting on December 7, 2021, prior to the approval of the item.

Recommendation

Community Service staff recommends Commission approval of the Fiscal Year 2020-2021 CAPER and authorization for staff to transmit the CAPER with supporting resolution to the U.S. Department of Housing and Urban Development (HUD) - Miami Field Office for approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE PROGRAM YEAR 2020/2021 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (“CAPER”) FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS; AUTHORIZING SUBMISSION OF THE CAPER TO HUD; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, jurisdictions that receive funding from the U.S. Department of Housing and Urban Development (“HUD”) are required to submit a Consolidated Annual Performance and Evaluation Report (the “CAPER”); and

WHEREAS, the CAPER must be submitted to HUD within 90 days after the close of the fiscal year and includes information on the City’s Community Development Programs, the resources made available to administer the programs, and where and how these resources were invested; and

WHEREAS, City staff recommends approval of the Program Year 2020/2021 CAPER, attached as Exhibit “A,” and authorization to submit the CAPER to HUD.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the CAPER for Program Year 2020/2021, attached as Exhibit “A.” The City Manager or designee is authorized to submit the CAPER to HUD.

Section 3. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

PUBLIC NOTICE 2022-013

CITY OF DEERFIELD BEACH FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER- FY 2020/2021)

The City of Deerfield Beach has completed its Consolidated Annual Performance Evaluation Report (CAPER FY 2020/2021) as required by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91. This report assesses the City's performance for FY 2020/2021 relative to the expenditure of funds provided by HUD and other public and private entities. The City of Deerfield Beach a recipient of CDBG funds is required to provide citizens with a 30-day opportunity to comment on the FY 2020/2021 CAPER located at <http://www.deerfield-beach.com/1769/Approved-Docs>.

The 30-day public comment period will commence November 1, 2021, and end November 30, 2021. Citizens are encouraged to review and comment on the CAPER during the 30-day comment period via email at jsalas@deerfield-beach.com. For comments or questions on the CAPER, please contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.

The City of Deerfield Beach City Commission is scheduled to hold a Public Hearing on Tuesday, December 7, 2021, the CAPER is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on December 7, 2021, utilizing communications media technology with elected officials and City staff participating through video conferencing. Interested parties are encouraged to log-in at <http://www.deerfield-beach.com/1554/Meetings-Agendas> and participate. Public comments for the meeting may also be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

For additional information on this hearing, please contact Jonathan Salas 954-480-4464 or jsalas@deerfield-beach.com.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

City of Deerfield Beach

**COMMUNITY DEVELOPMENT BLOCK GRANT
(CDBG) PROGRAM**

**CONSOLIDATED ANNUAL PERFORMANCE
EVALUATION REPORT (CAPER)
FY 2020/2021**



**Prepared by:
The City of Deerfield Beach Community Services Department**

**Submitted to:
Department of Housing and Urban Development Miami Field Office**

November 1, 2021

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EXECUTIVE SUMMARY

The City of Deerfield Beach receives Community Development Block Grant (CDBG) funds each year from the U.S. Department of Housing and Urban Development (HUD). The Consolidated Annual Performance and Evaluation Report (CAPER) is designed to report on the progress of activities identified in the Annual Action Plan. The CAPER provides an overview of the City's efforts and accomplishments in addressing its identified community development needs and priorities during the 2020-2021 program year. This is the first year of the 2020-2024 Consolidated Plan.

The three plans (Consolidated Plan, Annual Action Plan and CAPER) correlate with the jurisdiction's overall goals for the community based on identified needs. The report also addresses other public and private resources available to carry out identified activities and projects in the program year. Throughout the CAPER, expended amounts refer to actual costs the City has been reimbursed and is reflected in the Integrated Disbursement Information System (IDIS). Here is a highlight of the projects/activities undertaken during the 2020-2021 program year.

Home Repair Program

The program provides homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety and welfare. The homeowner rehabilitation program is limited to low-to moderate-income homeowners and is available on a first come, first qualified basis.

Purchase Assistance Program

The Purchase Assistance Program provides assistance to eligible homebuyers through a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment assistance, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas.

Public Improvements

The City's Public Improvement Program is geared to facilitate the upgrade of public improvement and infrastructure.

Senior Transportation

The Senior Transportation program is made available to persons 62 years and older needing transportation. The bus service is provided Monday through Friday to the following location Monday through Friday: To and from the Center for Active Aging (NE Focal Point Senior Center), medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches, and local restaurants.

Alzheimer Adult Daycare

The Alzheimer Adult Day Care services provide respite to caregivers and activities to individuals 62 years of age and older with Dementia, Alzheimer's Disease and other related memory disorders. The Alzheimer's Day Care Center also provides case management, caregiver training and support, and educational weekly support groups to assist caregivers with coping skills.

Health and Wellness Program

The Health and Wellness Program provides health and support lectures, health screenings, physical fitness and exercise classes, and a nutrition program. These services are for residents age 62 years of age and older.

Micro-Enterprise Assistance Program- CDBG- CV

The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force.

Rental Assistance Program – CDBG-CV

The City's Rental Assistance program provide emergency financial assistance to families impacted by COVID-19. Assistance is provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$10,000 of grant assistance.

Utilities Assistance Program – CDBG-CV

The City's Utilities Assistance Program provide emergency financial assistance to families impacted by COVID-19. Assistance is provided for up to 6 months from April 1, 2020 and onward. Applicants are eligible to receive up to \$1,000 of grant assistance.

CR-05 – GOALS AND OUTCOMES

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The City of Deerfield Beach has prepared the 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD) which describes the use of CDBG funds during the first program year of the 2020-2024 Consolidated Plan period, covering October 1, 2020 to September 30, 2021.

The City's 2020-2024 Five (5) Year Consolidated Plan, which includes the 2020 - 2021 Annual Action Plan, contained three major initiatives for the City's use of federal and local housing funds:

- Preservation of Affordable Housing- To conserve and expand the existing housing stock, especially that available to low- and moderate income persons within the City, and to provide decent, safe and sanitary housing to eligible City residents.
- Provide Affordable Housing- Provide homeownership assistance to low-to-moderate income households through purchase assistance, which includes down payment assistance, closing cost and principal and/or interest reduction.
- Suitable Living Environment- Make available suitable living environment by improving the safety and liveability of neighborhoods, increasing access to quality public and private facilities and services by upgrading physical improvements such as sidewalk installation and improving public streets. In addition, public services and transportation was provided to seniors.

The information provided in this CAPER provides a review of the uses and accomplishments associated with FY 2020 - 2021.

Home Repair Program

The program provides homeowners who are experiencing conditions in and around their homes that pose a threat to their health, safety and welfare. The homeowner rehabilitation program is limited to low-to moderate-income homeowners and is available on a first come, first qualified basis.

- Results: 11 households received assistance in FY 2020 - 2021 through CDBG (7), HOME (3) and SHIP (5).
- Expenditures: \$499,233.30 (CDBG - \$192,011.26)

Purchase Assistance Program

The Purchase Assistance Program provides assistance to eligible homebuyers through a deferred payment loan to be applied towards the costs of purchasing existing or newly constructed (with a Certificate of Occupancy) eligible affordable housing. Eligible costs include the following: down payment, closing costs, mortgage buy down, and other costs associated with purchasing a home. Eligible housing includes single-family homes, townhomes, condominiums, eligible manufactured homes, Planned Unit Developments (PUDs) and villas

- Results: 7 households received assistance in FY2020-2021 through CDBG (6), HOME (1) and SHIP (0)
- Expenditures: \$294,586.00 (CDBG - \$263,085.00)

Senior Transportation

The Senior Transportation program is made available to persons 62 years and older needing transportation. The bus service include the following locations Monday through Friday: To and from the Center for Active Aging (NE Focal Point Senior Center), medical appointments, pharmacies for prescriptions, grocery and department stores, local malls, libraries, post offices, local parks, beaches, and local restaurants.

- Senior Transportation – Provided transportation assistance to 53 seniors (ages 62 and older) residents
- Expenditures: \$25,000

Alzheimer Adult Daycare

The Alzheimer Adult Day Care services provide respite to caregivers and activities to individuals 62 years of age and older with Dementia, Alzheimer's Disease and other related memory disorders. The Alzheimer's Day Care Center also provides case management, caregiver training and support, and educational weekly support groups to assist caregivers with coping skills.

- Alzheimer Adult Daycare – Provided assistance to 0 seniors (ages 62 and older) residents in FY 2020 – 2021 due to COVID-19 pandemic
- Expenditures: \$0 – The Alzheimer Day Care services were suspended for program year 2020-2021, as a result of the COVID-19 global pandemic.

Health and Wellness Program

The Health and Wellness Program provides health and support lectures, health screenings, physical fitness and exercise, and a nutrition program. These services are for residents age 62 years of age and older.

- Health and Wellness Program – Provided assistance to 0 seniors (ages 62 and older) residents in FY 2020 – 2021 due to COVID-19 pandemic
- Expenditures: \$0 – Health & Wellness services were suspended for program year 2020-2021, as a result of the COVID-19 global pandemic.

Micro-Enterprise Assistance Program

The City's Micro-Enterprise Grant Assistance program provide financial assistance to eligible small business (5 or fewer employees) located within city limits to sustain during the COVID-19 pandemic. The funds are to help small business meet basic obligations such as: business lease or mortgage payments, utilities payments, monthly debt payments, business payroll and business inventory expenses to remain viable or to encourage businesses to maintain their labor force.

- Micro-Enterprise Assistance Program – Provided assistance to 4 Micro-Enterprises in the City
- Expenditures: \$20,000.00

Rental Assistance Program – CDBG-CV

The City's Rental Assistance Program provide emergency financial assistance to families impacted by COVID-19.

- Rental Assistance Program – 78 households received assistance in FY 2020 - 2021 through CDBG-CV1 and CDBG-CV3 funds
- Expenditures: \$401,253.06

Utilities Assistance Program – CDBG-CV

The City's Utilities Assistance Program provide emergency financial assistance to families impacted by COVID-19.

- Utilities Assistance Program – 39 households received assistance in FY 2020 - 2021 through CDBG-CV1 funds
- Expenditures: \$23,707.36

Goal	Category	Source / Amount	Indicator	Unit of Measure	Strategic Plan			Program Year		
					Expected	Actual	Percent Complete	Expected	Actual -	Percent Complete
Homebuyer Assistance	Affordable Housing	CDBG: \$252,566	Direct Financial Assistance to Homebuyers	Households Assisted	20	6	30.00%	4	6	150.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$100,000	Homeowner Housing Rehabilitated	Housing Unit	20	7	35.00%	4	7	175.00%
Public Improvements	Non-Housing Community Development	CDBG: \$150,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	6300	0	0%	3,150	0	0%
Public Service	Non-Housing Community Development	CDBG: \$50,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	750	53	7.0%	50	53	106.00%
Rental Assistance	Affordable Housing	CDBG-CV: \$438,442	Emergency Rental Assistance	Households Assisted	0	0	0%	0	78	100.00%
Utilities Assistance	Affordable Housing	CDBG-CV: \$311,298	Emergency Utilities Assistance	Households Assisted	0	0	0%	0	39	100.00%

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

As shown in Table 1, during the program year, the City made progress with several 2020 - 2021 activities; however, some projects were delayed as a result of the COVID-19 pandemic. All funded activities addressed specific priority objectives identified in the 2020 - 2024 Consolidated Plan.

The City of Deerfield Beach's CDBG allocation for FY 2020 - 2021 was \$690,707.00. Funds were allocated to homeownership rehabilitation assistance, purchase assistance, public services, and program planning and administration. The City received \$199,716.00 in Home Investment Partnership (HOME) funds for homeownership rehabilitation and purchase assistance through Broward County Consortium to leverage with the CDBG funds; \$194,000.00 Hurricane Loss Mitigation (HLMP) funds for wind mitigation for owner occupied residents. The City did not receive any State Housing Initiative Partnership (SHIP) funds, Community Development Block Grant Coronavirus funds (CDBG-CV) and State Coronavirus Relief funds (CRF) in fiscal year 2020 - 2021.

The City of Deerfield Beach Homeowner Rehabilitation program provides assistance to low and moderate income households, adjusted for household size, for owner-occupied residents in the City. Homeowner Rehabilitation assistance may be used to eliminate building code violations, abate any health and safety issues in the home and/or repair, upgrade, or replace major building systems as necessary. The program provides non-luxury general property improvements that improve conditions, structure of the home and address energy efficiency.

CR-10 – RACIAL AND ETHNIC COMPOSITION OF FAMILIES ASSISTED

Table 2 – Table of assistance to racial and ethnic populations

	CDBG
White	34
Black or African American	48
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Other Multi-racial	2
Hispanic	21
Total	105
Not Hispanic	84

Narrative

Table 2 provides an aggregate of race and ethnicity data for households assisted through the housing and public services programs. The accomplishment data from all CDBG activities are reported in HUD's Integrated Disbursement and Information System (IDIS).

CR-15 – RESOURCES AND INVESTMENTS

Table 3 – Resources Made Available

Source of Funds	Resources Made Available	Amount Expended During Program Year
CDBG	\$2,142,290.70	\$885,197.06

Narrative

The federal resources available for the implementation of projects during FY 2020 - 2021 are identified in Table 3. Total CDBG resources available in FY 2019-2020 was:

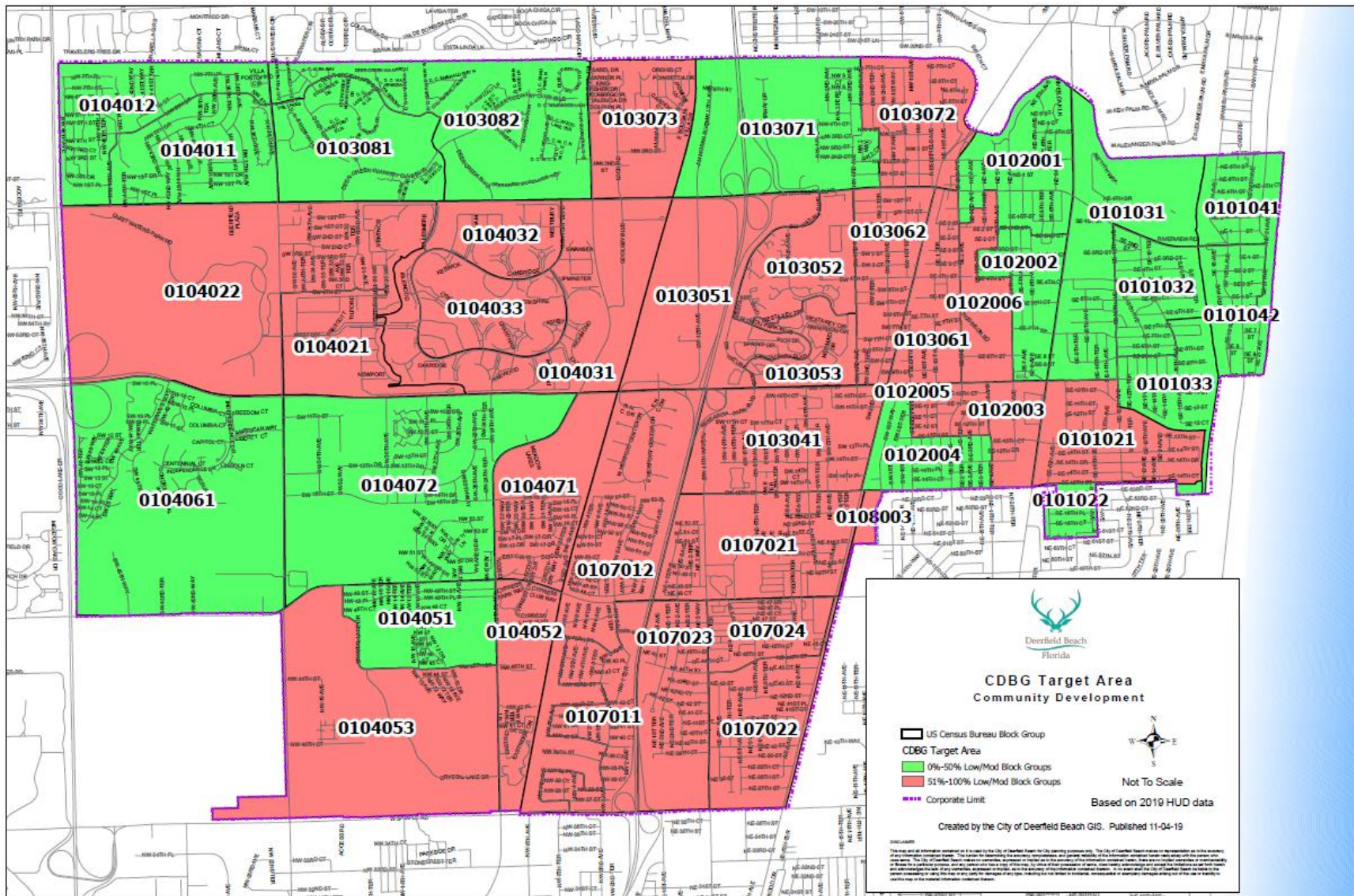
- \$2,142,290.70 (\$690,707.00 in new CDBG allocation)
- \$825,503.00 in CDBG-CV
- \$626,080.75 of unexpended CDBG funds from prior years
- The City expended \$885,197.06 in FY 2020 - 2021

Table 4 – Identify the geographic distribution and location of investments

Target Area	Actual Percentage of Allocation	Narrative Description
Citywide	100%	Purchase Assistance, Homeowner Rehabilitation Rental & Utilities Assistance and Public Service

Narrative

During FY 2020 - 2021, the City expended funds consistent with meeting the national objective of the program, 100% of the funds were used to benefit low to moderate income persons and area. The percentage included planning and administration.



LEVERAGING

To address housing and community development needs in Deerfield Beach, the City leverages its CDBG funds with a variety of funding resources in order to maximize the effectiveness of available funds. In FY 2020 - 2021, the leveraged amount provided from federal and state sources was \$199,716.00.

State Housing Initiative Partnership (SHIP) Program

The City of Deerfield Beach receives an annual allocation under this program. Florida Housing Finance Corporation (FHFC) administers the State Housing Initiatives Partnership (SHIP) program, which provides funds to local governments as an incentive to create partnerships that produce and preserve affordable homeownership and rehabilitation. The program is designed to serve very low, low and moderate income households in conjunction with the CDBG Program. In FY 2020 – 2021 the City did not receive any SHIP funds.

Home Investment Partnerships Program (HOME)

Since FY 2002, the City of Deerfield Beach has been a member of the Broward County HOME Consortium along with the Entitlement Cities of Tamarac, Coral Springs, Margate, Sunrise, Lauderhill, Plantation, Davie, Pembroke Pines, Miramar and Coconut Creek. The United States Congress passed the National Affordable Housing Act In 1990; this Act created a variety of affordable housing programs, including the Home Investment Partnerships Act (HOME). The purpose of the HOME program is to provide funds to local jurisdictions to strengthen public-private partnerships to provide more affordable housing through acquisition and rehabilitation.

CR-20 – AFFORDABLE HOUSING

Table 5- Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	4	7
Number of special-needs households to be provided affordable housing units	1	1
Total	5	8

Table 6 - Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	0	79
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	4	7
Number of households supported through the acquisition of existing units	4	6
Total	8	92

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

For the first year of the current Consolidated Plan FY 2020 - 2024 has produced positive results, especially with affordable housing. The City met its timeliness standards as of August 1, 2021.

The City will continue to promote the Purchase Assistance, Homeowner Rehabilitation program, and the Senior Transportation program to ensure City residents are aware of the program and its benefits.

Discuss how these outcomes will impact future annual action plans.

Preserving the City's aging affordable housing stock and providing homeownership opportunities remain a top priority for the City of Deerfield Beach.

As the City's housing stock ages, a growing percentage of housing units need rehabilitation in order to remain safe and habitable. This situation is of particular concern for low- and moderate-income homeowners and seniors who are generally not in a financial position to properly maintain their homes. The age and condition of the City's housing stock is an important indicator of potential rehabilitation needs. Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community.

Table 7 – Number of Persons Served

Number of Persons Served	CDBG Actual
Very Low-income	12
Low-income	62
Total	78

Narrative

The 2020 - 2024 Consolidated Plan - Strategic Plan identified high priorities for affordable housing needs which includes preserving the supply of affordable housing through homeowner

rehabilitation assistance and providing purchase assistance to extremely-low to low income.

CR-25 – HOMELESS AND OTHER SPECIAL NEEDS

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

The City of Deerfield Beach does not have an initiative in place for homelessness, but continues to work with Broward County's Continuum of Care (CoC) Homeless Program. The Continuum of Care Program is a comprehensive management concept that requires a combination of services to be brought together in a coordinated effort to help move a family or individual from homelessness to self-sufficiency. The City consistently works with non-profit organizations to provide shelter and transitional housing to the County's homeless, including those who live in Deerfield Beach. The City of Deerfield Beach does not directly administer homeless funds.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Deerfield Beach does not have an initiative in place for homelessness, but continues to work with Broward County's Continuum of Care (CoC) Homeless Program. The Broward Sheriff's Office- Deerfield Beach District Office works closely with various social services agencies to provide assistance to the homeless and/or at risk to be homeless population.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City does not have a homeless initiative. As a member of Broward County Continuum of Care (CoC), the City supports Broward CoC initiatives.

CR-30 – PUBLIC HOUSING

Actions taken to address the needs of public housing

The City works closely with Deerfield Beach Housing Authority who continues to seek Federal and State funding to rehabilitate and maintain public housing.

Actions taken to encourage public housing residents to become more involved in

management and participate in homeownership

The Deerfield Beach Housing Authority (DBHA) Homeownership Program is an optional U.S. Department of Housing and Urban Development (HUD) program that permits housing authorities to assist Housing Choice Voucher (Section 8) households in the purchase of their first homes. Participants in this program receive Housing Assistance Payments to use toward their homeownership expenses.

The program is open to all current DBHA section 8 voucher participants who meet the eligibility requirements and guidelines. Once, the eligibility requirement guidelines are met and the home is acquired, the participants will be able to receive assistance with their mortgage payment. The non-disabled head of household participant who has a 30 year mortgage is eligible for the mortgage assistance up to 15 years. The elderly and disabled head of household participant is eligible for assistance for the entire mortgage term.

DBHA offers the Family Self-Sufficiency Program (FSS). The main goal of the FSS program is to help families improve their financial situation through employment and education to achieve homeownership, entrepreneurship and self-sufficiency.

The City of Deerfield Beach continues to support homebuyer education programs. Homeownership education explains the home purchasing process to potential home buyers. Participants are taken through each step of the home buying process, from budgeting to loan closing. Participants learn how to calculate the amount they can afford to pay for a home, how to shop for an affordable mortgage, the details associated with sales contracts and loan applications, and a basic home maintenance 8 hour certificate course.

The City of Deerfield Beach and DBHA, provides outreach, public notices and cooperation to encourage the participation of homeownership.

Actions taken to provide assistance to troubled PHAs

Not applicable.

CR-35 – OTHER ACTIONS

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

While lead-based paint was banned from residential use in 1978, lead remains a hazard in homes constructed before 1978 (especially in homes built before 1950). Paint deterioration and home renovations in these structures significantly elevate the risk for exposure to lead and subsequently lead poisoning. The City's approach to Lead-Based Paint compliance was to identify the presence of hazards through inspections as part of the Homeowner Rehabilitation and Purchase Assistance Programs. Cases of lead based paint are handled on a case-by-case basis, by requiring the initial inspector to complete a lead-based paint test through the use of proper techniques and safe work practices in compliance with EPA regulations when handling paint of lead hazard. For homes built pre 1978 participating in CDBG program, the EPA's Protect Your Home pamphlets are provided to either homebuyer or homeowner. Visual inspections by a certified professional are provided and inspection reports are documented and kept in each client's file.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2020 - 2024 Consolidated Plan - Strategic Plan and the FY 2020 - 2021 Action Plan addressed some of the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness;
- Supporting housing preservation programs that assure low-income households have a safe, decent and appropriate place to live;
- Supporting public services that benefit the community's seniors, youth, families and those with special needs.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The central responsibility for the administration of the CDBG funds and other related grants is assigned to the Community Services (formerly Legislative & Community Affairs Department). The Department coordinates and manages activities among public and private organizations' efforts to realize the prioritized goals of the Annual Action Plan.

The Deerfield Beach Family Empowerment, Inc. provides services to the Community Services Department for administration of the homeowner rehabilitation and purchase assistance programs for CDBG, CDBG-CV, CRF, SHIP, HOME and HLMP funds.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Deerfield Beach Housing Authority (DBHA) is located within the City limits. The City works very close with DBHA to funnel residents through social service programs offered by DBHA

such as: job training, financial literacy training, education training, first time homeowner trainings, and fair housing awareness. DBHA also refer clients upon completion of trainings to participate in the City Purchase Assistance program.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

In FY2020 - 2021, the City completed the following Fair Housing Activities:

- The City placed fair housing information on its website. This included contact information for Broward County Civil Rights Division and the HUD-Miami office- Fair Housing and Equal Opportunity for residents to utilize. The information remains available on the City's website.
- The City educates the public on fair housing laws and information by placing a fair housing ad in the City's local papers and on the City's social media pages.
- Fair housing posters (Spanish and English) are displayed in the Community Services Department and the Deerfield Beach Housing Authority lobbies.
- On April 11th, 2021 marked to 52nd anniversary of the passage of Title VII of the Civil Rights Act of 1968, known as the Federal Fair Housing Act; in honor the City Presented HOPE, Inc., with a Proclamation.
- In May 2020 the City completed an Analysis of Impediments as apart of the Broward County HOME Consortium. A total of six impediments were identified as barriers in Broward County and Deerfield Beach. The six impediments are as follow: 1.) Displacement of Minorities Due to Gentrification 2.) Income Inequality Between Race or Ethnicity 3.) Decline in Household Purchasing Power 4.) High Percentage of Renters are Cost Burden 5.) Increased Rate of Poverty 6.) Funding Shortgage for new and Existing Affordable Housing

CR-40 - MONITORING

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

HUD's Community Planning and Development Office developed a monitoring guide that it uses to monitor grantees. The City, also uses this as a standard for monitoring the implementation of the program. Other applicable regulations and policies such as those from the Department of Labor and U.S. Office of Management and Budget, Office of Fair Housing and Equal Opportunity, and Department of Environmental Protection Agency will also be used as the standard for any monitoring tools and procedures developed for housing and community development programs.

Timeliness

The timely expenditure of funding on eligible programs is an important element of the Consolidated Plan. Projects and activities are monitored to ensure they begin and are implemented in a timely manner. In FY 2020 - 2021 the City met timeliness.

Plan Procedures

- Community Services staff monitors the City's housing program level of service to ensure statutory and regulatory requirements are being met and the information submitted to HUD's Integrated Disbursement and Information System (IDIS) is correct and complete. Monitoring will take place at the following intervals:
- Quarterly;
- Annually (beginning and end of the year) and;
- As needed by HUD.

On an annual basis, City staff reviews each program to determine if they are being completed in a timely manner, as well as whether they will aid in meeting the City's Annual Action Plan goals.

- At the end of each program year, City staff develops a Consolidated Annual Performance and Evaluation Report (CAPER) detailing Annual Action Plan, goals, objective and accomplishments;
- Staff provides Federal Cash Transactions reports on a quarterly basis as required by HUD;
- The City requires citizen participation in the planning and amendment process of the Consolidated Plan and Annual Action Plans as required by HUD, 24 CFR 91.40 or 45;
- Review Sub-recipient request for payment or reimbursement to assure proper documentation is provided and expenditures are for eligible activities; and
- Assures compliance with other program requirements, such as labor standards and fair housing laws, through in-depth monitoring and program review.

CITIZEN PARTICIPATION PLAN

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Sun-Sentinel on November 1, 2021, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 30-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available at the following locations:

Community Services Department

227 NW 2nd Avenue
Deerfield Beach, FL 33441

City Hall

150 NE 2nd Avenue
Deerfield Beach, FL 33441

City Website

<http://www.deerfield-beach.com/1769/Approved-Docs>

CR-45 - CDBG

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result

of its experiences.

The overall program objective was to access local housing and community development needs, resources and social economic impediments toward building and sustaining viable neighborhoods. The City of Deerfield Beach continues to insist on high quality housing development, as well as quality maintenance of the City's existing housing stock for residents.

The City's CDBG objectives can be achieved over the next years and consistent with the Five Year Consolidated Plan through consideration of the following strategies:

- Provide funding assistance to maintain the supply of affordable housing through rehabilitation of older single family homes and multi-family units.
- Provide Purchase Assistance homeownership opportunities for low –moderate income residents.
- Offer public services programs and activities
- Encourage Code Compliance/Neighborhood Revitalization activities
- Deliver Public Facilities Improvements/ Low-mod Area Wide benefit improvements
- Provide economic development opportunities

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No, the City of Deerfield Beach currently does not have any open Brownfields Economic Development Initiatives.

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

There has been no progress on the one Brownfields Economic Development Initiatives from the City of Deerfield Beach.

Appendix A

SUN-SENTINEL

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Jeremy Gates, who on oath says that he or she is a duly authorized representative of the SUN-SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of , City of Deerfield Beach

Was published in said newspaper in the issues of; Nov 01, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.


Signature of Affiant

Sworn to and subscribed before me this: November 04, 2021.


Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

CITY OF DEERFIELD BEACH
RECEIVED

NOV - 8 2021

CITY CLERK'S OFFICE

7071490

PUBLIC NOTICE 2022-013

CITY OF DEERFIELD BEACH FLORIDA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER- FY 2020/2021)

The City of Deerfield Beach has completed its Consolidated Annual Performance Evaluation Report (CAPER FY 2020/2021) as required by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 91. This report assesses the City's performance for FY 2020/2021 relative to the expenditure of funds provided by HUD and other public and private entities. The City of Deerfield Beach a recipient of CDBG funds is required to provide citizens with a 30-day opportunity to comment on the FY 2020/2021 CAPER located at <http://www.deerfield-beach.com/1769/Approved-Docs>.

The 30-day public comment period will commence November 1, 2021, and end November 30, 2021. Citizens are encouraged to review and comment on the CAPER during the 30-day comment period via email at jsalas@deerfield-beach.com. For comments or questions on the CAPER, please contact Jonathan Salas at 954-480-4464 or jsalas@deerfield-beach.com.

The City of Deerfield Beach City Commission is scheduled to hold a Public Hearing on Tuesday, December 7, 2021, the CAPER is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on December 7, 2021, utilizing communications media technology with elected officials and City staff participating through video conferencing. Interested parties are encouraged to log-in at <http://www.deerfield-beach.com/1554/Meetings-Agendas> and participate. Public comments for the meeting may also be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

For additional information on this hearing, please contact Jonathan Salas 954-480-4464 or jsalas@deerfield-beach.com.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

City of Deerfield Beach



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1034

Agenda Date: 12/7/2021

Status: PUBLIC HEARINGS

In Control: City Commission

Title

P.H. 2022-017 Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Deerfield Beach Affordable Housing Advisory Committee Incentive Report for fiscal year 2021-2022; authorizing submission of the Incentive Report to the Florida Housing Finance Corporation; providing for implementation and an effective date.

Recommended Action

Staff recommends approval.

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and incorporated into Section 420.9076, Florida Statutes. The Sadowski Act created a dedicated revenue source for local governments by allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act ("SHIP").

As a recipient of SHIP funds, the City established an Affordable Housing Advisory Committee (the "AHAC" or "Committee") in 2008, as required by Section 420.9076, Florida Statutes. The AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City's policies and procedures that affect the cost of housing in the City. In addition, the AHAC is responsible for making recommendations to encourage affordable housing.

Recommendations by the Committee may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government's comprehensive plan and corresponding regulations, ordinances, and other policies.

In preparation to resume the AHAC meetings, the City Commission appointed eleven (11) members to the Committee on July 20, 2021, through the adoption of Resolution number 2021/099.

Current Activity

Until 2020, Section 420.9076, Florida Statutes, required a report to be submitted to the local government and Florida Housing Finance Corporation ("FHFC") every three years by December 31. The SHIP statute was recently amended to require that a report be submitted annually to the City Commission and FHFC. The report includes recommendations by the Committee on the implementation of incentives for the eleven distinct incentives as set forth in Section 420.90764(4)(a) - (k), Florida Statutes, and outlined below:

A. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for

affordable housing projects is expedited to a greater degree than other projects.

B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.

C. The allowance of flexibility in densities for affordable housing.

D. The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.

E. The allowance of affordable accessory residential units in residential zoning districts.

F. The reduction of parking and setback requirements for affordable housing.

G. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.

H. The modification of street requirements for affordable housing.

I. The establishment of a process by which a local government considers, before adoption, of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

K. The support of development near transportation hubs and major employment centers and mixed-use developments.

At a public hearing held on November 8, 2021, a majority of the Committee membership voted to recommend the Report to the City Commission for adoption. The Committee vote encompassed the continuation of incentives (A)(I) and (J) above, which include (i) the processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects and incentive; (ii) the establishment of a process by which local government considers, before adoption of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing; and the addition of incentive; and (iii) The preparation of a printed inventory of locally owned public lands suitable for affordable housing.

Recommendation

Community Service staff recommends the Commission approve the fiscal year 2021-2022 AHAC Incentive Report and authorize staff to transmit the Report with the supporting resolution to the Florida Housing Finance Corporation for approval.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DEERFIELD BEACH AFFORDABLE HOUSING ADVISORY COMMITTEE INCENTIVE REPORT FOR FISCAL YEAR 2021-2022; AUTHORIZING SUBMISSION OF THE INCENTIVE REPORT TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Section 420.9076, Florida Statutes; and

WHEREAS, as a recipient of State Housing Initiatives Partnership Act (“SHIP”) funds, the City established the Affordable Housing Advisory Committee (“AHAC”) in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City; and

WHEREAS, Section 420.9076, Florida Statutes, was recently amended to require each advisory committee to submit an annual report to the local governing body and the Florida Housing Finance Corporation (the “FHFC”) by December 31; and

WHEREAS, the annual report should include recommendations by the advisory committee on the implementation of affordable housing incentives in the 11 distinct areas set forth in Section 420.90764(4)(a)–(k), Florida Statutes; and

WHEREAS, at a public hearing held on November 8, 2021, the AHAC voted to recommend three of the 11 incentives, as outlined in the Incentive Report for Fiscal Year 2021-2022, attached as Exhibit “A” (the “Incentive Report”), to the City Commission for adoption and submission to the FHFC; and

WHEREAS, City staff recommends approval of the Incentive Report for Fiscal Year 2021-2022, attached as Exhibit “A,” and authorization to submit the Incentive to FHFC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Incentive Report for Fiscal Year 2021-2022, attached as Exhibit “A.” The City Manager or designee is authorized to submit the Incentive Report to the FHFC.

Section 3. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

PUBLIC NOTICE

CITY OF DEERFIELD BEACH FLORIDA
December 7, 2021 Meeting
Community Services Department
Affordable Housing Advisory Committee (AHAC)
FY 2020-2021 Incentive Report

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City of Deerfield Beach is required by Florida Statute 420.9076 to establish an Affordable Housing Advisory Committee (AHAC). The AHAC is required to make recommendations and specific initiatives to encourage or facilitate affordable housing within the City.

The City of Deerfield Beach has completed its annual AHAC Incentive Report for FY 2020-2021 as required by Florida Housing Finance Corporation (FHFC) under Florida Statute 420.9076. This report includes recommendations by the Committee as well as comments on the implementation of incentives for the eleven distinct incentives as set forth in F.S. 420.9076(4) (a) - (k) and outlined below:

- A. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- C. The allowance of flexibility in densities for affordable housing.
- D. The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- E. The allowance of affordable accessory residential units in residential zoning districts.
- F. The reduction of parking and setback requirements for affordable housing.
- G. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- H. The modification of street requirements for affordable housing.
- I. The establishment of a process by which a local government considers, before adoption, of policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- K. The support of development near transportation hubs and major employment centers and mixed-use developments.

A copy of the City FY 2020-2021AHAC Incentive Report can be located on the City web page at <https://www.deerfield-beach.com/2005/Plans-Reports-Policies#ShipAnnual>.

The City of Deerfield Beach City Commission is scheduled to hold a Public Hearing on Tuesday, December 7, 2021, the City AHAC Incentive Report is on the Agenda for Commission's consideration. The Commission Meeting is scheduled to begin at 7:00 p.m. on December 7, 2021, utilizing communications media technology with elected officials

and City staff participating through video conferencing. Interested parties are encouraged to log-in at <http://www.deerfield-beach.com/1554/Meetings-Agendas> and participate or attend in person in the City Commission Chamber located at 150 N.E. 2nd Ave. Public comments for the meeting may also be provided via email to web.clerk@deerfield-beach (please include your name and address for the record).

For additional information on this hearing, please contact the City Community Services Department or Jonathan Salas 954-480-4464 and/or jsalas@deerfield-beach.com.

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 480-4213 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

P.N. 2022-017

EXHIBIT A

City of Deerfield Beach Affordable Housing Advisory Committee (AHAC) Incentive Report FY 2021- 2022

State Housing Initiative Partnership (SHIP) Program



Prepared By:

City of Deerfield Beach
Community Services Department
227 NW 2nd Street
Deerfield Beach, FL 33441
954-480-6420

Approved by the Affordable Housing Advisory Committee at a Public Hearing on
(October 11, 2021)

Approved by the City of Deerfield Beach Commission
(December 7, 2021)

Resolution No 2021-

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BACKGROUND

The William E. Sadowski Affordable Housing Act was signed into law on July 7, 1992, and later incorporated into Florida Statute (F.S.) 420.9076. The Sadowski Act created a dedicated revenue source for local governments allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing. In addition, the Sadowski Act created the State Housing Initiatives Partnership Act (SHIP).

As a recipient of State Housing Initiative Partnership funds, the City established an Affordable Housing Advisory Committee (the “AHAC” or “Committee”) in 2008, as required by Florida Statute Section 420.9076. The AHAC is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City’s policies and procedures that affect the cost of housing in the City. In addition, the AHAC is responsible for making recommendations to encourage affordable housing.

Recommendations by the Committee may include the modification or repeal of existing policies, procedures, ordinances, regulations, or plan provisions; the creation of exceptions applicable to affordable housing; or the adoption of new policies, procedures, regulations, ordinances, or plan provisions, including recommendations to amend the local government comprehensive plan and corresponding regulations, ordinances, and other policies. Until 2020, the SHIP statute required the report to be submitted to the local government and the governing agency, Florida Housing Finance Corporation, every three years by December 31 thereafter. The AHAC is currently required to submit an incentive report annually to the Deerfield Beach City Commission and the Florida Housing Finance Corporation (FHFC). The report includes recommendations by the Committee as well as comments on the implementation of incentives for the eleven distinct incentives as set forth in F.S. 420.9076(4) (a)- (k) and outlined below:

- A. The processing of approvals of development orders or permits, as defined in s. 163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- B. The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable housing.
- C. The allowance of flexibility in densities for affordable housing.
- D. The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- E. The allowance of affordable accessory residential units in residential zoning districts.
- F. The reduction of parking and setback requirements for affordable housing.
- G. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- H. The modification of street requirements for affordable housing.
- I. The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.

- J. The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- K. The support of development near transportation hubs and major employment centers and mixed-use developments.

The Committee recommendations may also include other affordable housing incentives identified by the AHAC during their review. The approval by the Committee of its local housing incentives strategies, recommendations, and its review of local government implementation of previously recommended strategies must be made by an affirmative vote of the majority of the members at a public hearing.

In preparation to resume the AHAC meetings, the City Commission appointed eleven (11) members to the Committee on July 20, 2021, Resolution number 2021/099.

The AHAC held public meetings on the following dates:

- August 9, 2021
- September 15, 2021
- October 11, 2021
- November 8, 2021
- December 7, 2021

At a public hearing held on November 8, 2021, a majority of the Committee membership voted to recommend the Report to the City Commission for adoption.

Notice of the time, date, and place of the public hearing and where to obtain a copy of the report was published in the Sun Sentinel on November 29, 2021 and on the City of Deerfield Beach website <https://www.deerfield-beach.com/2005/Plans-Reports-Policies> .

Upon submission of the report to the City of Deerfield Beach City Commission, the Commission may take the following actions:

- Recommend adding new incentives strategies
- Recommend changing existing incentives strategies
- No recommendations for anything new
- Commission accepts the recommendations
- Commission takes no actions.

The two strategies that are required in the Local Housing Assistance Plan are:

- A. Expedited permitting for affordable housing projects; and,
- I. An ongoing process for review, prior to their adoption, of any local policies, ordinances, regulations, and plan provisions that increase the cost of housing.

Per Florida Statute 420.907 the committee must include members in the following categories:

- One citizen actively engaged in the residential home building industry in connection with affordable housing.
- One citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- One citizen representative of those areas of labor actively engaged in home building in connection with affordable housing.
- One citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- One citizen actively engaged as a for-profit provider of affordable housing.
- One citizen actively engaged as a not-for-profit provider of affordable housing.
- One citizen actively engaged as a real estate professional in connection with affordable housing.
- One citizen actively serving on the local planning agency pursuant to s.163.3174.
- One citizen residing within the jurisdiction of the local governing body making the appointments.
- One citizen who represents employers within the jurisdiction.
- One citizen who represents essential services personnel, as defined in the local housing assistance plan

AHAC MEMBERS

NAME	Category- Number and Description	
Harold Weber	1	Engaged in the residential home building industry in connection with affordable housing
Abner Clerveax	2	Engaged in the banking or mortgage banking industry in connection with affordable housing
David Cherry	3	Representative of those areas of labor actively engaged in home building connection with affordable housing
Betty Ferguson	4	Engaged as an advocate for low-income persons in connection with affordable housing
Vacant	5	Engaged as a for-profit provider of affordable housing
Faith Dickens	6	Engaged as a not-for profit provider of affordable housing
Carolyn McNamara	7	Engaged as a real estate professional in connection with affordable housing
Eric Power	8	Serving on the local planning agency pursuant to s.163.3174
Ophelia Papworth Brian Bennet	9	Residing within the jurisdiction of the local governing body making the appointment
Cheri Zettle	10	Representing employers within the jurisdiction
Vacant	11	Represents essential services personnel as defined in the local housing assistance plan.
Vice Mayor Ben Preston		Appointed Elected Official

The AHAC has reviewed the City's plans, policies and procedures; ordinances; regulations; statutes; and the comprehensive plan among other documents applicable to affordable housing for evaluation of their impacts on affordable housing projects. Further, the AHAC has specifically considered and evaluated the strategies set out in F.S. 420.90764(4). The evaluation and recommendation report provided to the City of Deerfield Beach Commission and FHFC, which details the scope of the Committee work and resulting recommendations:

INCENTIVES AND RECOMMENDATIONS

Existing Strategy:

(A) The expedited processing of approvals of development orders or permits for affordable housing projects to a greater degree than other projects.

- The Building Division works closely with the Community Services Department staff to expedite building permits related to affordable housing projects. Single family permits applications that are certified as affordable by Community Service staff receive an "Expedited Permitting" stamp that alert the permitting staff to expedite review status. The processing time for single family permitting is reduced from 30 days to approximately 10-days.

AHAC Recommendation:

The AHAC recommends continuing to expedite the processing of affordable housing projects through the issuance of "Expedited Permitting" stamp that alert the permitting staff of an affordable housing project.

(B) All allowable fee waivers provided for the development or construction of affordable housing.

- According to the City Codes the following item is not allowed.

(C) The allowance of flexibility in densities for affordable housing.

- The City is permitted to allocate affordable housing density bonuses in accordance with the flex and reserve allocation rules in Article 8 of the Broward County Administrative Rules Document. This section allows the allocation of flex and reserve units to increase density for affordable housing units.

(D) Reserving infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.

- The City offers home repair programs to very low to moderate-income residents utilizing the SHIP, CDBG and HOME funds. Home Repair provides assistance to owner-occupied

households within the City boundaries. The program is available to assist applicants in rehabilitating existing homes through construction, and/or installation of non-luxury general property improvements that provides basic amenities. Eligible activities for the home repair program include roof repair, roof replacement, window replacement, and hurricane/storm shutter installation. Other eligible activities include emergency repairs for items that are a threat to the health and safety of the applicant and its occupants, repairs that prevent further deterioration, of the structure repairs that make the home energy efficient, and other repairs such as exterior painting, fascia replacement, electrical, plumbing, AC/heating systems, insulations and termite treatment.

- In addition, the City has a sidewalk improvement program where it installs new sidewalks in low to moderate areas of the City using Community Development Block Grant (CDBG) funds.

(E) Encouraging and authorizing the development of affordable accessory residential units.

- Not allowed

(F) Reducing of parking and setback requirements for affordable housing.

- This is addressed through a variance; the developer would have to demonstrate a hardship.
- The City allows for technical deviation to the parking and zoning code in, which characteristics to development warrant the deviation. However, if those characteristics change, the deviation no longer applies.

(G) Allowing flexible lot configurations, including zero-lot-line configurations for affordable housing.

- Currently, the City lot configuration include zero-lot-lines. Flexible lot configuration is addressed in the City's land development code in the Planned Unit Development (PUD), this is not limited to affordable housing. Transit Oriented Development (TOD) also allows for flexible lot configuration and requires a percentage of the development to be set aside for affordable housing.

(H) Modifying street requirements for affordable housing.

- The City is practically built out. Any future development of affordable housing units will be through redevelopment projects. The current private and/or driveways are essentially at the minimum requirement per Fire Code.

Existing Strategy:

- (I) Establishing a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.***

- The review process is similar for both affordable housing and market/conventional housing.

- With each Commission agenda item, the City proposes to include a “Cost of Housing” impact analysis, to formalize the procedure used by the City to consider any potential increase to the cost of housing in the City.

AHAC Recommendation:

The AHAC recommend the City of Deerfield Beach, including the Community Services Department designee, to continue to review policies, procedures, ordinances, regulations and plans to consider the increased cost to housing and incentivize the development of affordable housing.

(J) Preparing a printed inventory of locally owned public lands suitable for affordable housing.

- Pursuant to Florida Statutes, § 1666.0451 the City submitted the inventory of the locally owned public land suitable for affordable housing. Currently, there are 4 lots recently awarded to a non-profit developer for affordable housing.

AHAC Recommendation:

The AHAC recommends the City Commission to adopt incentive “J” Preparing a printed inventory of locally owned public lands suitable for affordable housing.

(K) Supporting development near transportation hubs and major employment centers and mixed-use developments.

- The City’s Transportation Oriented Development (TOD) support mixed-use residential and commercial area designed to maximize access to public transport.

CONCLUSION

The AHAC appreciates the opportunity to review and collaborate with the City Community Services Department and the City Planning Department to work towards increasing affordable housing in the City of Deerfield Beach.

ATTACHMENTS

- Attachment -A Resolution 2021- 099 AHAC Membership Appointment
- Attachment – B Resolution 2021- AHAC Incentive Report Approval
- Attachment – C Copy of Public Hearing Advertisement

Attachment - A Resolution 2021-099 AHAC Membership Appointment

RESOLUTION NO. 2021/099

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPOINTING THE 11 INDIVIDUALS LISTED IN EXHIBIT "A" AS MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, as a recipient of State Housing Initiative Partnership ("SHIP") funds, the City established the Affordable Housing Advisory Committee (the "Committee") in 2008, as required by Section 420.9076, Florida Statutes; and

WHEREAS, the purpose of the Committee is to review the established policies and procedures, ordinances, land development regulations, and local government comprehensive plan, and recommend specific actions or initiatives to the City Commission to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value; and

WHEREAS, the Committee, which recommends strategies for the Local Housing Assistance Plan ("LHAP"), must be comprised of at least eight but no more than 11 members, and must consist of one elected official and one representative from at least six of the categories listed in Section 420.9076(2), Florida Statutes; and

WHEREAS, the Committee currently has no active members; and

WHEREAS, the City Commission finds it to be in the best interest of the City to appoint the 11 individuals listed in Exhibit "A" to the Committee for a one-year term.

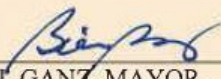
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The 11 individuals listed in Exhibit "A" are hereby appointed to serve as members of the Affordable Housing Advisory Committee of the City of Deerfield Beach for one-year terms.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 20TH DAY OF JULY, 2021.


BILL GANZ, MAYOR

ATTEST:

for SAMANTHA GILLYARD, CITY CLERK

Attachment – B Resolution 2021- AHAC Incentive Report Approval

Attachment – C Copy of Public Hearing Advertisement

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Illinois

County Of Cook

Before the undersigned authority personally appeared

Charlie Welenc, who on oath says that he or she is a duly authorized representative of the SUN-SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of , City of Deerfield Beach

Was published in said newspaper in the issues of; Jul 30, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.



Signature of Affiant

Sworn to and subscribed before me this: August 05, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

CITY OF DEERFIELD BEACH
RECEIVED

AUG - 9 2021

CITY CLERK'S OFFICE

7004556

P.N. 2021-099

**CITY OF DEERFIELD BEACH FLORIDA
August 9, 2021 Meeting
Legislative & Community Affairs
Department
Affordable Housing Advisory
Committee (AHAC)**

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City of Deerfield Beach is required by Florida Statute 420.9076 to establish an Affordable Housing Advisory Committee (AHAC). The AHAC is required to make recommendations and specific initiatives to encourage or facilitate affordable housing within the City.

On Monday, August 9, 2021 at 7:00 p.m. the AHAC will convene for a general meeting, which will be held at the Hillsboro Community Center located at 50 Hillsboro Technology Drive, Deerfield Beach, Florida.

Interested parties are encouraged to attend and participate. For additional information on this meeting, please contact the City of Deerfield Beach Legislative & Community Affairs Department at 954-480-4464 or jsalas@deerfield-beach.com.

Sold To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

**Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida**

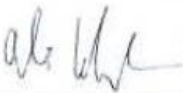
State Of Illinois

County Of Cook

Before the undersigned authority personally appeared
Charlie Welenc, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper in the issues of; Sep 10, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM
BEACH/MIAMI-DADE County, Florida, and that the said newspaper
has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,
Florida, each day and has been entered as second class matter at the post office in BROWARD County,
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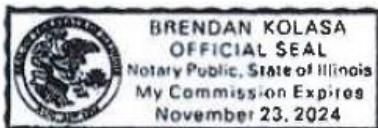


Signature of Affiant

Sworn to and subscribed before me this: September 16, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: U.S. Mail
Affidavit Email Address:
7033708

**CITY OF DEERFIELD BEACH
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SEP 20 2021

CITY CLERK'S OFFICE

SUN-SENTINEL

PUBLIC NOTICE

**CITY OF DEERFIELD BEACH FLORIDA
SEPTEMBER 15, 2021 MEETING
LEGISLATIVE & COMMUNITY AFFAIRS
DEPARTMENT
AFFORDABLE HOUSING ADVISORY
COMMITTEE (AHAC)**

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City of Deerfield Beach is required by Florida Statute 420.9076 to establish an Affordable Housing Advisory Committee (AHAC). The AHAC is required to make recommendations and specific initiatives to encourage or facilitate affordable housing within the City.

On Wednesday, September 15, 2021 at 7:00 p.m. the AHAC will convene for a general meeting, which will be held at the Hillsboro Community Center located at 50 Hillsboro Technology Drive, Deerfield Beach, Florida.

Interested parties are encouraged to attend and participate. For additional information on this meeting, please contact the City of Deerfield Beach Legislative & Community Affairs Department at 954-480-4464 or jsalas@deerfield-beach.com.

P.N. 2021-114
9/10/2021 7033708

Order # - 7033708

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Deerfield Beach, FL 33441-3506

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150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

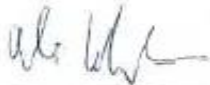
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

**State Of Illinois
County Of Cook**

Before the undersigned authority personally appeared
Charlie Welenc, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper in the issues of; Oct 04, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM
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has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County,
Florida, each day and has been entered as second class matter at the post office in BROWARD County,
Florida, for a period of one year next preceding the first publication of the attached copy of advertisement;
and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any
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Signature of Affiant

Sworn to and subscribed before me this: October 07, 2021.



Signature of Notary Public



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Affidavit Delivery Method: U.S. Mail

Affidavit Email Address:
7051428

CITY OF DEERFIELD BEACH
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OCT 12 2021

CITY CLERK'S OFFICE

SUN-SENTINEL

PUBLIC NOTICE 2021-118

**CITY OF DEERFIELD BEACH FLORIDA
OCTOBER 11, 2021 MEETING
COMMUNITY SERVICES DEPARTMENT
AFFORDABLE HOUSING ADVISORY
COMMITTEE (AHAC)**

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City of Deerfield Beach is required by Florida Statute 420.9076 to establish an Affordable Housing Advisory Committee (AHAC). The AHAC is required to make recommendations and specific initiatives to encourage or facilitate affordable housing within the City.

On Monday, October 11, 2021 at 7:00 p.m. the AHAC will convene for a general meeting, which will be held at the Hillsboro Community Center located at 50 Hillsboro Technology Drive, Deerfield Beach, Florida.

Interested parties are encouraged to attend and participate. For additional information on this meeting, please contact the City of Deerfield Beach Legislative & Community Affairs Department at 954-480-4464 or jsalas@deerfield-beach.com.
10/4/2021 7051428

**CITY OF DEERFIELD BEACH
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OCT 12 2021

CITY CLERK'S OFFICE

Order # - 7051428

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City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Bill To:

City of Deerfield Beach - CU00122386
150 NE 2nd Ave
Deerfield Beach, FL 33441-3506

Published Daily

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Boca Raton, Palm Beach County, Florida
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State Of Florida
County Of Orange

Before the undersigned authority personally appeared

Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of , City of Deerfield Beach

Was published in said newspaper in the issues of; Nov 01, 2021

Affiant further says that the said SUN-SENTINEL is a newspaper published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, and that the said newspaper has heretofore been continuously published in said BROWARD/PALM BEACH/MIAMI-DADE County, Florida, each day and has been entered as second class matter at the post office in BROWARD County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised, any person, firm or corporation, any discount, rebate, commission or refund, for the purpose of securing this advertisement for publication in the said newspaper.

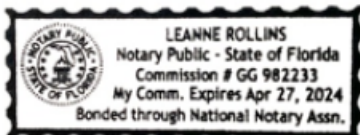


Signature of Affiant

Sworn to and subscribed before me this: November 02, 2021.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

Personally Known (X) or Produced Identification ()

Affidavit Delivery Method:

Affidavit Email Address:

7072696

PUBLIC NOTICE 2022-014

CITY OF DEERFIELD BEACH FLORIDA

November 8, 2021 Meeting

Community Services Department

Affordable Housing Advisory Committee (AHAC)

As a recipient of the State Housing Initiative Partnership (SHIP) program funds, the City of Deerfield Beach is required by Florida Statute 420.9076 to establish an Affordable Housing Advisory Committee (AHAC). The AHAC is required to make recommendations and specific initiatives to encourage or facilitate affordable housing within the City.

On Monday, November 8, 2021 at 7:00 p.m. the AHAC will convene for a general meeting, which will be held at the Hillsboro Community Center located at 50 Hillsboro Technology Drive, Deerfield Beach, Florida.

Interested parties are encouraged to attend and participate. For additional information on this meeting, please contact the City of Deerfield Beach Legislative & Community Affairs Department at 954-480-4464 or jsalas@deerfield-beach.com.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1049

Agenda Date: 12/7/2021

Status: PUBLIC HEARINGS –
SECOND READING

In Control: City Commission

Title

P.H. 2022-021: ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Current Activity

The purpose of the Capital Improvements Element of the Comprehensive Plan (the "CIE") and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities. Section 163.3177(3)(b), Florida Statutes, provides that the CIE must be reviewed on an annual basis and modified as necessary in order to maintain a financially feasible five-year schedule of capital improvements. The City Commission adopted the Capital Improvement Plan on September 14, 2020. The enclosed Ordinance updates the five-year schedule of Capital Improvements for the next five years (FY 2022 – FY 2026) for the City's CIE. This document shows planned capital improvement projects for the next 5 years, whether they are funded or not.

The CIE was updated with information to reflect changes made in the Evaluation and Appraisal Report that was approved by the City Commission on September 3, 2020. Specifically, updates were made to Level of Service (LOS) standards, Long Range Transportation Planning and Peak Hour Two-Way Maximum Volume to meet the new target year from 2035 to 2040. Additionally, changes were made to be consistent with the current Interlocal Agreement with the Broward County School Board and Chapter 163 of the Florida Statutes related to State, Regional, and County plans.

All data related to capital improvement projects was collected from the adopted Capital Improvement Plan. Approving this item does not change the City Budget or Capital Improvement Plan. Each year, this document is updated to reflect the differences between last year's five-year plan and the current five-year plan. These changes are shown in Table 10.3 – Five Year Schedule for Capital Improvements for FY 2022-2026 and Table 10.4 – Five Year Schedule of Capital Improvements Summary by Functional Category 2022-2026. Additional changes in this section are numerical updates to each fund's revenue source.

Upon approval, the CIE will be sent to the Florida Department of Economic Opportunity for review.

On November 4, 2021, the Planning and Zoning Board voted to recommend approval of the proposed update.

Recommendation

Staff recommends approval of the Ordinance.

ORDINANCE NO. 2021/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING THE AMENDED CAPITAL IMPROVEMENTS ELEMENT OF THE CITY'S ADOPTED COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that the Capital Improvements Element of the Comprehensive Plan (the "CIE") must be reviewed on an annual basis and modified as necessary in order to maintain a financially feasible five-year schedule of capital improvements; and

WHEREAS, the purpose of the CIE and schedule is to identify capital improvements needed to implement the Comprehensive Plan and ensure adopted Level of Service Standards are achieved and maintained for concurrency related facilities; and

WHEREAS, Table 10.3 of the CIE sets forth a "Five Year Schedule of Capital Improvements"; and

WHEREAS, Table 10.4 of the CIE sets forth a "Five Year Schedule of Capital Improvements Summary by Functional Category"; and

WHEREAS, the CIE has been updated to reflect changes made in the Evaluation and Appraisal Report approved by the City Commission, including updates made to Level of Service (LOS) standards, Long Range Transportation Planning and Peak Hour Two-Way Maximum Volume to meet the new target year from 2035 to 2040; and

WHEREAS, changes to the CIE were also made for consistency with the current Interlocal Agreement with the Broward County School Board and Chapter 163, Florida Statutes related to State, Regional, and County plans; and

WHEREAS, Section 163.3177(3)(b), Florida Statutes, provides that modifications to update the five-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Ordinance.

Section 2. The amended Capital Improvements Element of the City of Deerfield Beach's Comprehensive Plan, attached as Exhibit "A," is hereby adopted.

Section 3. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

PUBLIC HEARING NOTICE 2022-021
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN
AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the second Public Hearing pursuant to Section 163, Florida Statutes on **Tuesday, December 7, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Information on the proposed amendments is available for public inspection in the Planning & Development Services Department, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to 150 N. E. 2nd Avenue, Deerfield Beach, FL 33441.

CITY OF DEERFIELD BEACH, FLORIDA

BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Wednesday, November 24, 2021
2 column wide by 10 inches long – title in 18 point

EXHIBIT A



Deerfield Beach
Florida

COMPREHENSIVE PLAN

CAPITAL IMPROVEMENTS ELEMENT ANNUAL UPDATE FOR FY 2022-FY 2026

VOLUME 10.0



**CAPITAL IMPROVEMENTS ELEMENT
OF THE
DEERFIELD BEACH COMPREHENSIVE PLAN**

**Adopted December 7, 2021
Revised Capital Improvement Plan FY 22-FY 26**

Prepared by the
City of Deerfield Beach

In compliance with the Local Government Comprehensive Planning and
Land Development Regulation Act and Florida State Statute Chapter 163

CITY OF DEERFIELD BEACH

City Commission

Bill Ganz, Mayor
Ben Preston, Vice Mayor
Michael Hudak, District 1
Bernie Parness, District 3
Todd Drosky, District 4

Office of the City Manager

David Santucci, City Manager
Tom Good, Assistant City Manager

Office of the City Attorney

Anthony Soroka, City Attorney

Planning and Zoning Board

Thomas Plaut, Chairman
Brian Bennett, Vice Chairman
Bridgette Beckford
William Lane
Michelle Balaun
Alternates:
Kanthiah E. Chandran
David Kurlander

Planning and Development Services

Eric Power, Director
Stephen Graham, Assistant Director
Tina Jou, Principal Planner
Bonnie Jacobson, Senior Planner
Jenna Lane, Planner
Claudia Viviana Batista, Assistant Planner

Financial Services

Stephanie Tinsley, Chief Financial Officer

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10.0 CAPITAL IMPROVEMENTS ELEMENT

10.1 INTRODUCTION

The Florida legislature mandated that local governments plan for the availability of public facilities and services to support development concurrent with the impact of such development. Consequently, the Capital Improvements Element (CIE) and Schedule of Improvements has become the “cornerstone” of achieving this mandate. The purpose of the CIE is to: 1) identify the capital improvements that are needed to implement the Plan; 2) ensure that adopted Level of Service (LOS) Standards are achieved and maintained for concurrency related facilities (sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities, including mass transit; 3) estimate the costs of improvements for which local government has fiscal responsibility; 4) analyze the fiscal capability of the local government to finance and construct improvements; and 5) adopt financial policies to guide the funding and construction of improvements. The CIE must demonstrate the economic feasibility and fiscal responsibility of the comprehensive plan.

10.2 GOALS, OBJECTIVES AND POLICIES

Consistent with Florida Statute 163.3177 (3)(a), the purpose of the Capital Improvements Element (CIE) is to:

1. Consider the need for and the location of public facilities in order to encourage the efficient use of such facilities.
2. Outline principles for public facilities construction, extension, capacity increase, and deficiency correction over at least a 5-year period.
3. Estimate public facility costs, including the identification of when facilities will be needed, the general location of facilities, and projected funding sources.
4. Ensure the availability and adequacy of public facilities to meet established levels of service.
5. Establish a schedule of capital improvements which includes any publicly funded projects of federal, state, or local government, and which may include privately funded projects for which the local government has no fiscal responsibility.
6. Identify as funded or unfunded and prioritize, any projects required to achieve and maintain adopted level-of-service standards.
7. Identify transportation improvements included in the applicable metropolitan planning organization’s transportation improvement program to the extent that such improvements are relied upon to ensure concurrency and financial feasibility.
8. Coordinate the capital improvements schedule with the Broward Metropolitan Planning Organization’s Long-Range Transportation Plan.

Pursuant to Florida Statute, the CIE must be reviewed annually. Modifications that update the 5-year capital improvement schedule may be accomplished by ordinance and are not considered amendments to the comprehensive plan.

10.2.1 CAPITAL IMPROVEMENTS GOALS, OBJECTIVES AND POLICIES

GOAL CIE 1.0: The City will provide, in a timely and cost effective manner, whatever public facilities are necessary within its jurisdiction to meet the adopted level of service standards established by the comprehensive plan.

Objective CIE 1.1: Capital improvements will be provided as a means to meet existing deficiencies, to accommodate desired future growth, and to replace worn out or obsolete facilities, as indicated in the Five Year Schedule of Improvements.

Policy CIE 1.1.1: The City shall include all projects identified in the other elements of this plan and having a cost of at least \$25,000, as capital improvement projects within the Five Year Schedule of Improvements of this element.

Policy CIE 1.1.2: The City shall, as a matter of priority, schedule and fund all capital improvement projects in the Five Year Schedule of Improvements which are meant to correct existing deficiencies.

Policy CIE 1.1.3: The City Manager, in conjunction with the annual updating of the Five Year Capital Improvement Program and the Five Year Schedule of Improvements, shall evaluate proposed projects and make recommendations to the city commission based on the following criteria.

- a) the project will maintain appropriate level of service standards,
- b) the project preserves and protects, public health and safety, fulfills the city's legal commitment to provide facilities and services, or achieves full use of existing facilities.
- c) the project increases efficiency of use of existing facilities, prevents or reduces future improvement costs, or provides service to developed areas lacking full service.
- d) the project is financially feasible, in terms of both capital and operational costs, and represents a logical extension of existing facilities and services.
- e) the project is consistent with County plans and the plans of other agencies.

Policy CIE 1.1.4: The Capital Improvements Element shall be updated on an annual basis per the requirements of Section 163.3177(3)(b), F.S..

Policy CIE 1.1.5: Continue implementation of approved master plans as outlined within the Transportation, Recreation and Utility Elements.

Policy CIE 1.1.6: The City shall continue to provide for the availability of public facilities and services needed to support previously approved and new development concurrent with the impact of such development.

Objective CIE 1.2: Public expenditures that subsidize development in coastal high hazard areas (CHHA) will be limited to those improvements, if any, included in the Coastal Management Element.

Policy CIE 1.2.1: The City shall expend funds in high hazard coastal areas for the replacement and renewal of existing public facilities, but will not encourage the development of additional public facilities, unless those facilities will increase public safety and the ability to evacuate the coastal area when necessary.

Policy CIE 1.2.2: The City shall continue to provide or require provision of public recreational facilities and parking within the high hazard coastal areas.

Policy CIE 1.2.3: Appropriations for infrastructure shall be made only to maintain existing infrastructure within CHHA unless LOS standards are not being met.

Objective CIE 1.3: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards.

Policy CIE 1.3.1: The City will explore various impact fees which have proven successful in other jurisdictions and will consider their adoption if they appear to be reasonable and can be administered in a cost effective and equitable manner. Such impact fees will be used to assess new developments a pro rata share of the costs necessary to finance public facility improvements necessitated by said developments in order to adequately maintain adopted level of service standards.

Policy CIE 1.3.2: Bond funding alternatives will be evaluated for all projects to ensure that the future population shares in construction costs.

Objective CIE 1.4: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy CIE 1.4.1: Prior to the issuance of certificates of occupancy, the City shall provide for all public facilities needed to serve development for which development orders were previously issued.

Policy CIE 1.4.2: General obligation bonds, backed by the full faith and credit of the City, shall be issued only if all general obligation bonds outstanding at the time together with the amounts of bonds proposed to be issued does not exceed two percent (2%) of the assessed valuation of taxable property.

Policy CIE 1.4.3: The annual adoption of a Five - Year Capital Improvement Program shall be an integral part of the City's annual budgeting process.

Policy CIE 1.4.4: The City shall account for its water and sewer and solid waste operations through the use of enterprise funds.

Policy CIE 1.4.5: The water and sewer and solid waste operations shall be fully supported by their respective rate structures.

Policy CIE 1.4.6: The City shall attempt to keep its year-end general fund balance at a level equal ten percent (10%) (for unassigned fund balance) and five percent (5%) (for committed fund balance) of the total general fund expenditures and transfers for that year.

Policy CIE 1.4.7: Efforts shall be made to secure grants or private funds whenever available to finance the provision of capital improvements.

Policy CIE 1.4.8: The City shall use its fiscal policies to direct its capital expenditures toward improvements which recognize the policies established within the other elements of this comprehensive plan.

Objective CIE 1.5: Decisions regarding the issuance of development orders and permits will be based upon coordination of the development requirements included in this plan, the land development regulations, and the availability of necessary public facilities needed to support such development at the time needed. Such land use decisions will be coordinated with the Five Year Schedule of Capital Improvements which is designed to maintain the adopted level of service standards.

Policy CIE 1.5.1: The City shall use the following level of service standards in reviewing the impacts of new development and redevelopment upon public facilities:

- **Sanitary Sewer Wastewater Treatment:** The LOS standard for the City's service area shall be 126 gallons average annual daily flow per capita of permanent populations. Non-residential flows are included in this factor.

Wastewater treatment and disposal capacity for customers living in the city, but served by the Broward County wastewater system are set by the county per their Comprehensive Plan.

- **Solid Waste:** The LOS for collection (including municipal solid waste and recyclables) is 5.4 lbs/capita/day. The LOS for solid waste disposal is 7.0 lbs/person/day.

- **Stormwater Management:** The level of service standards for drainage will be consistent with the regulations of the South Florida Water Management District (SFWMD), Broward County Water Resources Management Division (WRMD), and the Florida Building Code. The City has no additional drainage standards and abides by those of the WRMD and SFWMD. The application of level of service standards are based on regulatory systems set up by the SFWMD, Broward County and the City of Deerfield Beach. Together they assure that development orders are not issued unless necessary drainage facilities will be in place. These regulations include:

a) Drainage discharge quantity shall be determined from a three day 25 year design storm. Peak runoff shall not exceed 35 cubic feet per second per square mile.

b) First floor elevations in high risk areas shall be set at or above the 100 year storm flood elevation per the most recent Flood Rate Insurance Map.

c) Street elevations shall be set at or above the 10-year design storm flood elevation per the County's Flood Criteria Map.

d) Water quality shall be considered preserved when ½ inch of stormwater runoff is retained on-site or as required.

- **Potable Water:** The LOS for the City's service area is 175 gallons per capita per day (gpcd) for average annual residential service.

Potable water needs for customers who are within the City limits but served by the Broward County system is set by the county according to the Broward County Comprehensive Plan. The County's Level of Service (LOS) standard is an average day flow demand. The potable water average day demand is multiplied by a factor for each particular water district to determine the maximum day demand available for supply that is being requested. An analysis of available potable water capacity is then included prior to commitments to serve permitted undeveloped projects, as well as current customer usage.

- **Recreation and Open Space:** The City shall provide a minimum LOS of three (3) acres of community and/or regional parks within the city limits for every 1,000 permanent residents, including those areas annexed from Broward County. Recreational LOS acreage shall comply with the requirements outlined in the Broward County Comprehensive Plan.

- **Transportation Concurrency:** LOS standards for roadways shall be as follows:

a.) City collector roadways: LOS D for peak hour travel.

b.) State and county arterial roadways: Shall comply with the County's transit oriented concurrency (TOC) standards for the Northeast District. Within the Northeast Concurrency District, the transportation LOS standard for the purpose of issuing development orders and permits are to achieve and maintain the following.

- Increase transit ridership 10%
- Provide 1.4 million fixed-route revenue service hours
- Construct bus shelters at 1/3 of stop locations
- Maintain average fleet age of 6 years or less
- Maximum vehicular traffic volume 75% above LOS standard
- Ensure adequate transit maintenance infrastructure to accommodate fleet demand
- Study and develop two additional intermodal transit centers
- Increase fixed-route fleet by up to 15 vehicles to support new and expanded service
- Procure up to 40 vehicles to support Community Bus operations."

The Northeast TCMA includes the following standards in addition to the Overall standards listed above.

- 30-minute peak hour headways on 70% of bus routes
- Maintain and enhance Northeast Transit Center

Table 10.1 Peak Hour Two-Way Maximum Service Volumes

	State and County Roadways
Two-lane arterials	2,800
Four-lane arterials	6,265
Six-lane arterials	9,433
Eight-lane arterials	12,618

The Maximum Service Volumes are calculated from "Generalized Peak Hour Two-Way Volumes for Florida's Urbanized Areas," published by the Florida Department of Transportation, as 75% above the volumes for Class IV State Two-Way Arterials, for Level of Service E, for the Eastern Core District; and as 75% above the volumes for Class II State Two-Way Arterials, for Level of Service D, for all other Districts.

[Note: Headway standards apply only to non-contract BCT routes].

c.) The transportation LOS standards for the purpose of long range transportation planning are per the policies of the Broward County Transportation Element as noted below:

For roadway facilities included in the Strategic Intermodal System (SIS) or the Florida Intrastate Highway System (FIHS), the Generalized Peak

Hour Two-way Level of Service Standard, established by the Florida Department of Transportation shall be per Table 10.2.

Table 10.2 Long Range Transportation Planning LOS

	Roadway Segment	LOS Target
<i>SIS Corridors</i>		
Florida Turnpike & Homestead Ext.	Miami-Dade County line to Palm Beach County line	D
Interstate 95	Miami-Dade County Line to Palm Beach County line	D
Sawgrass Expressway	Interstate 75 to east of I-95 ramps via S.W. 10 th Street	D
<i>SIS Connectors</i>		
Deerfield Beach Amtrak/Tri-Rail Station	I-95 to Deerfield Beach Tri Rail Hillsboro Blvd Entrance	D
Pompano Beach Amtrak/Tri-Rail Station	I-95 to Sample Rd. to 8 th Ave. Entrance	D

The LOS letter designations are defined in FDOT's 2020 Quality/LOS handbook unless an alternative (as refined through identification mobility strategies) standard is agreed to in writing by FDOT

State law requires FDOT to develop a five-year work program which list all transportation projects and planned expenditures over the next five years. As a component of that plan, SIS project funding shall be in accordance with the FDOT five-year work program. The SIS Cost Feasibility Plan will be the primary source of SIS projects that are selected for inclusion in the work program. The financial feasibility of SIS and FIHS roadway projects are subject to Federal guidelines for use of Federal funds and their eligibility.

Based on policies of the Broward County Transportation Element, the County shall adopt a five-year County Transit Program (CTP) that is projected to achieve the LOS standards for Transportation Concurrency as stated above. The County Commission shall ensure that the CTP is a financially feasible plan. The CTP shall be updated annually. Any change in the County's LOS standard will require an amendment to the County's Transportation Element. The City of Deerfield Beach will modify its Transportation and CIE in accordance with any County's transportation concurrency amendments.

- **School Concurrency:** Consistent with the adopted Third Amended and Restated Interlocal Agreement for Public School Facility Planning ("TRILA"), the uniform district-wide LOS is established for the following School Types for the purpose of establishing a uniform district-wide LOS for public schools of the same type:

1. School Type A is a bounded elementary, middle, or high school that has the equivalent of at least 10% of its permanent Florida Inventory of School Houses (FISH) capacity available onsite in relocatables. The LOS for School Type A shall be 100% gross capacity (including relocatables).
2. School Type B is a bounded elementary, middle, or high school that has less than the equivalent of 10% of its permanent FISH capacity available onsite in relocatables. The LOS for School Type B shall be 110% permanent FISH capacity.

The LOS shall be achieved and maintained within the period covered by the five-year schedule of capital improvements.

Policy CIE 1.5.2: Proposed plan amendments and requests for new development or redevelopment shall be evaluated according to the following guidelines as to whether the proposed action would:

- a.) contribute to a condition of public hazard;
- b.) exacerbate any existing condition of public facility capacity deficits;
- c.) generate public facility demands that may be accommodated by capacity increases planned in the Five Year Schedule of Improvements;
- d.) conform with future land uses as shown on the future land use map;
- e.) if public facilities are developer-provided, accommodate public facility demands based on adopted level of service standards;
- f.) if public facilities are provided, in part or in whole, by the City, demonstrate financial feasibility, subject to this element, and
- g.) affect State agencies' and South Florida Water Management District's facilities plans.

Objective CIE 1.6: The City, in coordination with the County and School Board shall ensure that public school facilities are available for current and future students consistent with available resources per the adopted level of service (LOS).

Policy CIE 1.6.1: Consistent with policies and procedures within the adopted Interlocal Agreement (ILA), the District Educational Facilities Plan (DEFP) shall contain a five (5) year financially feasible schedule of capital improvements to address existing deficiencies and achieve and maintain the adopted LOS in all Concurrency Service Areas (CSA). This financially feasible schedule shall be updated on an annual basis and adopted into the CIE.

Policy CIE 1.6.2: The adopted LOS shall be applied consistently by the City, County, and the School Board, district-wide to all schools of the same type.

Policy CIE 1.6.3: The School Board's DEFP, including the five-year schedule of capital improvements, as adopted and amended by the School Board is hereby adopted by reference into the CIE.

10.4 BASELINE DATA

10.4.1 PUBLIC FACILITIES INVENTORY

The analyses performed in the other comprehensive plan elements have identified facility improvements needed to meet the demands of existing and future development. The impacts of new or improved public educational and public health care systems and facilities on the provision of infrastructure were examined within these analyses.

10.4.1.1 Consistency With Other Comprehensive Plan Elements

The Utilities Element lists the capital improvements necessary for sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer recharge under the Capital Improvements, Labor, and Organizational Needs sections of the element.

The Transportation Element describes necessary improvements to streets, bikeways, pedestrian networks, and transit in the Implementation Strategies section. The listed Broward County Transportation Improvement Program (TIP) projects are funded federal, state and county projects that support regional transit and long range transportation concurrency per LOS transportation standards.

The Recreation and Open Space explains that while the City is meeting its level of service, there are capital improvements planned for the next planning horizon as part of the Park System Master Plan. These projects are listed in the Capital Improvements, Labor, and Organizational Needs section of the element.

The Future Land Use Element supports the facilities needs identified in the Utilities, Transportation, and Recreation and Open Space Elements. The other elements of the plan, Housing, Coastal Management, Conservation, and Intergovernmental Coordination do not specifically identify any capital improvement needs.

10.4.1.2 Five Year Schedule of Capital Improvements

The Plan has identified facility improvements which are needed to meet the demands of existing and future development. Table 10.3 identifies those capital improvements which are required to meet level of service standards as defined in Policy CIE 1.5.1 and those projects that support the GOP's of the Plan for fiscal years 22-26.

Table 10.3 Five Year Schedule of Capital Improvements FY 2022- FY2026

						Total
EXPENDITURES AND OTHER FINANCING USES	FY22	FY23	FY24	FY25	FY26	Budget
Infrastructure Projects						
License Plate Recognition (LPR)	\$ 32,000	\$ -	\$ -	\$ -	\$ -	\$ 32,000
QWAP Field Refurbishment	137,500	-	-	-	-	137,500
Constitution Park Main Playground	175,000	-	-	-	-	175,000
CP Electrical Installation	75,000	-	-	-	-	75,000
Truck Wash Facility	75,000	-	-	-	-	75,000
Old School House Renovation	116,000	-	-	-	-	116,000
Pier Gazebo Roof Replacement	90,000	-	-	-	-	90,000
Awning Replacement at Various Fire Stations	35,000	-	-	-	-	35,000
Mayo Howard Roof Replacement	71,000	-	-	-	-	71,000
Oveta Gym- AC Replacement	35,000	-	-	-	-	35,000
Fire Station #102 Interior & Exterior Painting	125,000	-	-	-	-	125,000
Fire Station #75 Generator	120,000	-	-	-	-	120,000
Fire Station No. 1 Fuel Tank Removal	40,000	60,000	-	-	-	100,000
Middle School Aquatics Parking Lot	100,000	500,000	-	-	-	600,000
Constitution Park Improvements	141,900	81,675	-	-	-	223,575
Villages of Hillsboro Park Improvements	89,595	190,850	148,500	-	-	428,945
Pioneer Park Dock, Rail and Piling Replacement	370,250	76,000	233,000	-	-	679,250
Public Safety Master Plan	600,000	4,600,000	2,350,000	2,350,000		9,900,000
Beach Nourishment Project-Initial	500,000	3,000,000				3,500,000
Lifeguard Towers	423,500	435,600	447,700	462,220	476,740	2,245,760
City Phone System Replacement	324,868	45,000	45,000	45,000	45,000	504,868
Mayo Howard Park Improvements	154,000	310,200	-	-	-	464,200
Crystal Heights Central Playground	-	192,500	-	-	-	192,500
Meter Wraps	-	14,520	-	-	-	14,520
SW10th and Dixie Highway Railroad Grade Crossing Maintenance	-	160,000	200,000	200,000	200,000	760,000
Oveta McKeithen Recreational Complex Pavilions	-	103,400	-	-	-	103,400
Middle School Athletic Complex Scoreboard Replacements	-	52,800	77,000	77,000	-	206,800
Parking Lot Resurfacing	-	100,000	100,000	100,000	100,000	400,000
Crystal Heights North	-	-	159,500	-	-	159,500
Quiet Waters Athletic Park Restroom Building	-	-	682,000	-	-	682,000
19th Ave Park Playground	-	-	143,000	-	-	143,000
Riverview Playground	-	-	55,000	82,500	412,500	550,000
Tedder Community Park	-	-	-	27,500	192,500	220,000
Pineview Fencing	-	-	-	-	82,500	82,500
Hillsboro Community Center Parking Lot Expansion	-	-	-	-	484,055	484,055
Prior Years' approved CIP projects	6,551,450	-	-	-	-	6,551,450
Total Infrastructure Projects	\$ 10,382,063	\$ 9,922,545	\$ 4,640,700	\$ 3,344,220	\$ 1,993,295	\$ 30,282,823

City of Deerfield Beach General Obligation/Revenue Bonds Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Tigner Center	\$ 9,116,548	\$ -	\$ -	\$ -	\$ -	\$ 9,116,548
Center for Active Aging	11,117,334	-	-	-	-	11,117,334
City Hall Renovations	49,300	918,263	3,134,787	-	-	4,102,350
City Street Carryover	968,021	-	-	-	-	968,021
TOTAL INFRASTRUCTURE PROJECTS	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 21,251,203	\$ 918,263	\$ 3,134,787	\$ -	\$ -	\$ 25,304,253

City of Deerfield Beach General Obligation/Bond Focal Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
General Obligation/Revenue Bonds	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Center for Active Aging C/F	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL INFRASTRUCTURE PROJECTS	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 225,574	\$ -	\$ -	\$ -	\$ -	\$ 225,574

City of Deerfield Beach						
Water/Sewer Renewal & Replacement Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Utility Charges for Services (Interfund Transfers)	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Plant Security Improvements	\$ 325,000	\$ -	\$ -	\$ -	\$ -	\$ 325,000
Bulk Storage Tank & Chemical Piping Replacement	1,000,000	-	-	-	-	1,000,000
Raw Water Feed- Well Rehabilitation & Upgrade	300,000	200,000	-	-	-	500,000
HSP 12/13 Valve Replacement	100,000	-	-	-	-	100,000
Filter Level and Valve Controls	60,000	-	-	-	-	60,000
Lime Slaker	200,000	-	-	-	-	200,000
Fiber Optic Upgrade	165,000	-	-	-	-	165,000
Gravity Sewer Lateral Lining Program	75,000	75,000	75,000	75,000	75,000	375,000
Gravity Sewer Lining & Repair	200,000	200,000	200,000	200,000	200,000	1,000,000
Water Main Pipe repair & replacement	220,000	220,000	440,000	440,000	440,000	1,760,000
RO-Element Replacement & Train Refurbishment	70,000	700,000	-	-	-	770,000
Nano Filtration- Degasified Media Replacement	-	30,000	440,000	-	-	470,000
Nano Filtration- Element Replacement & Train Refurbishment	-	60,000	2,500,000	2,500,000	-	5,060,000
Transfer Switch Analog to Digital	-	800,000	-	-	-	800,000
Generator Day Tanks	-	200,000	-	-	-	200,000
Valve Actuator Replacement	-	120,000	-	-	-	120,000
Carryover	1,299,755	-	-	-	-	1,299,755
TOTAL INFRASTRUCTURE PROJECTS	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 4,014,755	\$2,605,000	\$3,655,000	\$3,215,000	\$ 715,000	\$ 14,204,755

City of Deerfield Beach						
Stormwater Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Stormwater Fees	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Citywide Stormwater Improvements	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 2,000,000
City Hall Drainage Public Streets	531,300	-	-	-	-	531,300
Crystal Lake Drainage and Paving	85,000	850,000	-	-	-	935,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 1,016,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,466,300
<u>Equipment/Fleet</u>						
Backhoe Loader/ Combination	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
TOTAL EQUIPMENT/FLEET	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,116,300	\$ 1,250,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 3,566,300

City of Deerfield Beach						
Solid Waste Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
User Charges & Lease/Purchase Proceeds	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Fleet Garage Gas Detection System	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000
<u>Equipment/Fleet</u>						
Auto Side Load	\$ 378,680	\$ 401,400	\$ 425,485	\$ 451,014	\$ 478,075	\$ 2,134,654
Front Loader	345,650	366,400	388,375	411,675	436,375	1,948,475
Pickup Truck	53,770	40,850	30,210	32,020	33,945	190,795
TOTAL EQUIPMENT/FLEET	\$ 778,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,273,924
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 1,028,100	\$ 808,650	\$ 844,070	\$ 894,709	\$ 948,395	\$ 4,523,924

City of Deerfield Beach						
Road & Bridge Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Local Option Gas Tax	\$ 355,693	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 1,155,693
Other Grant Funds	-	-	-	-	-	-
Surtax Program	3,033,107	400,000	400,000	400,000	2,137,000	6,370,107
TOTAL REVENUES & OTHER FINANCING SOURCE	\$3,388,800	\$ 600,000	\$ 600,000	\$ 600,000	\$2,337,000	\$ 7,525,800
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Tactical Urbanism (NE 3 Ave)	\$ 160,000	\$ -	\$ -	\$ -	\$ -	\$ 160,000
Parking Lot Resurfacing	100,000	-	-	-	-	100,000
City Bridge Rehabilitation	791,300	400,000	400,000	400,000	400,000	2,391,300
FEC Fence (10th to Sample)	200,000	200,000	200,000	200,000	200,000	1,000,000
FAU Research Park Blvd	480,000	-	-	-	-	480,000
Citywide Pedestrian Lighting	800,000	-	-	-	-	800,000
Streetscape Improvements	250,000	-	-	-	-	250,000
Truck Wash Facility	75,000	-	-	-	-	75,000
Pioneer Grove Corridor	300,000	-	-	-	1,737,000	2,037,000
TOTAL INFRASTRUCTURE PROJECTS	\$3,156,300	\$ 600,000	\$ 600,000	\$ 600,000	\$2,337,000	\$ 7,293,300

City of Deerfield Beach						
Utility Fund						
Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Utility Charges for Services (Interfund Transfers)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL REVENUES & OTHER FINANCING SOURCES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
General Building Facility Improvements	100,000	100,000	100,000	100,000	100,000	500,000
TOTAL INFRASTRUCTURE PROJECTS	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
TOTAL EXPENDITURES & OTHER FINANCING USES	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000

City of Deerfield Beach Community Redevelopment Agency Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Incremental Tax Revenues	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810
Total Revenues & Other Financing Sources	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Sullivan Park Facility	\$2,871,842	\$ 628,158	\$ -	\$ -	\$ -	\$ 3,500,000
S-Curve Utilities and Undergrounding	1,810,000	-	-	-	-	1,810,000
Island Mobility and Utility Undergrounding	1,007,000	-	-	-	-	1,007,000
Ocean Way Bollard	960,000	-	-	-	-	960,000
Main Beach Parking Lot	302,060	-	-	-	-	302,060
International Fishing Pier	52,750	-	-	-	-	52,750
Total Infrastructure Projects	7,003,652	628,158	-	-	-	7,631,810
Total Expenditures & Other Financing Uses	\$7,003,652	\$ 628,158	\$ -	\$ -	\$ -	\$ 7,631,810

City of Deerfield Beach Community Development Block Grant Fund Capital Expenditures by Category						
	FY22	FY23	FY24	FY25	FY26	Total Budget
REVENUES AND OTHER FINANCING SOURCES						
Block Grant Revenues	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Revenues & Other Financing Sources	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
EXPENDITURES AND OTHER FINANCING USES						
<u>Infrastructure Projects</u>						
Oveta McKeithen Recreational Complex Playground	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000
Total Infrastructure Projects	150,000	-	-	-	-	150,000
Total Expenditures & Other Financing Uses	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ 150,000

LEVEL OF PRIORITY CODES:

- 1.) Safety: Project is needed to reduce or eliminate an unsafe condition or provide additional safety.
- 2.) Leverage Funds: Project is partially funded by others (grant match, partnering entity, etc.)
- 3.) Level of Service: Project is needed to maintain an adopted LOS or address a deficiency.
- 4.) Enhancement Project: None of the above apply.

FUNDING SOURCE CODES:

- | | |
|---|---|
| 1. - General Fund | 2. – Road and Bridge Fund |
| 3. – Solid Waste Fund | 4. – Utility Operating Fund |
| 5. – Stormwater Fund | 6. – W/S Renewal & Replacement Fund |
| 7. – Grant Funds | 8. – State Revolving Loan Fund |
| 9. – Fl. Muni. Loan Council Rev. Bonds | 10 – CDBG Fund |
| 11. – Transportation Improvement Program | 12. – Cemetery Fund |
| | 13. – Parks & Recreation Impact Fees |

10.4.1.3 Public Education and Public Health Systems Facilities

The geographic locations of all public schools and hospitals within the City’s jurisdiction are depicted on Map 10.1. Since the City is considered “built-out”, the Broward County School Board has not proposed any new school facility within the City. The North Broward Hospital District includes the entire City as the regional public health facility. No new hospitals are expected to be built in the City. Both public schools and hospitals operate under their own taxing district and thus fund their own infrastructure needs. The City does not fund or operate any public school or hospital. The existing infrastructure to support schools and the hospital meet level of service standards. Impact fees for future expansion of these public facilities may be waived by the County.

10.4.2 REVENUE RESOURCES AND FUNDING MECHANISMS

The City's five-year Capital Improvement Plan (CIP) is developed separately from the operating budget and is presented to the City Commission for approval on an annual basis. The Capital Projects Funds, which account for general capital improvements are financed from various governmental fund sources and are not accounted for in the operating budget. However, debt service on capital projects is included in the operating budget, (including debt service on new borrowings for capital projects based on the maximum amount authorized). Each year during the budgetary process the City Commission identifies priorities for the upcoming year, and approves funding based upon available levels of resources.

The City presently derives funds for capital improvements from the following primary sources: the general fund, road and bridge fund, general obligation bonds, water and sewer enterprise fund, solid waste enterprise fund and other sources of funding. These sources are described in greater detail below:

General Fund - \$33,588,156

The General fund represents 34% of the overall CIP funding over the next five years. A total of 52 General Fund projects and replacements have been identified. New infrastructure projects totaling \$3,830,613 and \$523,895 in Equipment/Fleet replacements have been scheduled in FY2022. Parks and park improvements represent 43% of the costs estimated for total General Fund FY22 CIP. Public Safety represents 21% which includes funding for a Public Safety master plan to address the long-term improvement of our first responders' facilities.

Road & Bridge Fund - \$7,525,800

The Road & Bridge Fund represents 8% of the FY22-26 CIP. Major projects include the rehabilitation of City bridges, and improvements to FAU Research Park Blvd., the Pioneer Grove Corridor, and pedestrian lighting. The majority of the projects in the Road & Bridge Fund are reimbursable through the County's Surtax program or other grant funding sources.

Solid Waste Fund - \$4,523,924

The City of Deerfield Beach prides itself on providing quality, low costs solid waste and disposal services. Solid Waste improvements represent 5% of the FY22-26 CIP for regularly scheduled fleet replacements, which are funded by user fees from the Solid Waste Fund as well as lease purchase proceeds. Regular replacement of Solid Waste's fleet will invariably reduce the City's on-going maintenance costs for vehicles reaching their estimated useful life.

Utility Fund - \$500,000

The Utility Fund represents <1% of the FY22-FY26 CIP. The funding here is for ongoing rehabilitation of the City's water plant and laboratory facilities.

Stormwater Fund - \$3,566,300

The Stormwater Fund represents 4% of the FY22-FY26 CIP. Major projects include Citywide Stormwater improvements, renovation costs for the Environmental Services Building, and scheduled fleet replacements.

Water/Sewer Renewal & Replacement Fund - \$14,204,755

The Water/Sewer Renewal & Replacement Fund represents 15% of the FY22-FY26 CIP. Major projects include the Bulk Storage Tank & Chemical Piping Replacement, process improvements to the West Water Plants, and the ongoing gravity sewer lining and water main rehabilitation projects.

Community Development Block Grant Fund - \$150,000

The Community Development Block Grant Fund represents less than <1% of the FY22-26 CIP and replaces the playground at the Oveta McKeithen Complex that was originally installed in 1998.

General Obligation/Revenue Bonds - \$25,529,827

The General Obligation/Revenue Bond projects represent 26% of the FY22-26 CIP. The project's cost included here are planned expenditures for ongoing projects which includes the renovation of the existing City Hall, the renovation of the Center for Active Aging, and improvements to the Tigner Center.

Community Redevelopment Agency - \$7,631,810

The Community Redevelopment Agency (CRA) represents 8% of the FY22-26 CIP. Major projects cost includes previously approved park and parking lot improvements, and the S-Curve lighting project. New projects added for fiscal 2022 are for installation of pedestrian's bollards along Ocean Way and aesthetic improvements to the fishing pier.

10.4.2.1 Major Sources of Revenue

Property Taxes

The five-year outlook for property tax appears optimistic. The rise in real estate assessments has enabled the city to lower the millage rate for the upcoming budget year (FY2022) while still projecting an increase in ad valorem taxes. However, it has been particularly challenging to develop a forward-thinking CIP amidst an uncertain economy and threats of inflation on the horizon. The potential for cost increase in goods and service were some of the economic factors that impacted the selection and priority of projects. For FY2022, the Capital Projects Fund is created to allow for more transparency in how projects of the General and other Special Revenue Fund types are being funded. The capital projects in this year's budget will be financed through transfers from utilization of excess resources in fund balance, loans, and grants.

Public Service Tax

The municipal public service tax is locally imposed and administered by municipalities and charter counties under Chapter 166, Florida Statutes. This tax is levied on six utility services: natural gas, liquefied petroleum, manufactured gas, electric, water, and fuel oil/kerosene. Pursuant to State law, the City Commission authorized this tax for the fiscal year beginning October 1, 2011. FY22 estimates were influenced by the pandemic shutdown. Projections expect some level of recovery.

Franchise Fees

Franchise fees are charges to service providers which operate within the City. The charge is based upon a percentage of gross receipts, a flat fee or a combination of both. Revenue estimates are based on rate increase information received from the companies, anticipated growth and historical trends.

Building Permits

Building permits are fees collected in the Building Fund for building additions, new construction and alterations. Building permit fees are further categorized by specific type of fee which include: building/structural, electrical, plumbing and mechanical.

State Shared Revenues

The amounts distributed are determined by the State and are based upon receipts, population and municipal assessed value per capita. The half-cent sales tax makes up the greatest portion of this source of revenue. State shared revenues are monies collected by the State of Florida as shown in table 10.2 below:

Source of Revenue	Budgeted Revenue		Dollar Change	Percentage Change
	FY21	FY22		
Mobile home licenses	\$ 8,500	\$ 10,000	\$ 1,500	18%
Alcoholic beverage licenses	30,000	45,000	15,000	50%
Half-cent sales tax	4,672,088	5,550,000	877,912	19%
Motor fuel tax rebate	29,610	30,000	390	1%
Public service taxes	8,102,223	8,364,000	261,777	3%
Local option gas tax	1,234,205	1,327,400	93,195	8%
State revenue sharing	2,224,537	2,267,971	43,434	2%
Total	\$ 16,301,163	\$ 17,594,371	\$ 1,293,208	8%

10.5 ANALYSIS

10.5.1 LOCAL PRACTICES GUIDING TIMING AND LOCATION OF PUBLIC FACILITIES

The City prepares and adopts annual operating budgets for its departments. Capital improvement needs, as well as related funding are identified during this process. Each department is responsible for determining their specific capital needs in accordance with the City's five-year capital improvement program. Projects that involve multi-jurisdictional facilities, such as the

State of Florida or Broward County are coordinated in collaboration with the relevant agency. The City's five-year capital improvement program is supported by a projection of revenues to ensure its feasibility. There are several important factors that play a key role in the determination of the need for capital improvements. These include the need for specific capital enhancements due to demand resulting from growth, the coordination of projects with other governmental agencies to achieve economies of scale, the need for capital improvements due to facility deterioration and the need to continue an acceptable level of service. For these reasons the annual operating budget and the CIP are created each year as companion documents for the review by the City Commission, based upon the following funding policies:

- the City will develop and update a five-year CIP on an annual basis;
- the mission of the organization is to enhance the quality of life within our community through a proactive and effective government;
- continued maintenance and repair of city facilities;
- maximization of city resources, availability of funds and reflection of sound fiscal policies including infrastructure investments;
- capital improvements to include items/projects that have a life expectancy of over one year and a cost in excess of \$25,000, and;
- capital improvements to be ranked in order of priority by city staff based upon the proposed guidelines contained in Policy CIE 1.1.3 of this Element.

10.5.2 FISCAL IMPLICATION OF DEFICIENCIES IN SUPPORT OF THE FUTURE LAND USE ELEMENT

Per the 2020 EAR analysis, the City meets and will continue to meet LOS standards throughout the 2040 planning period. An analysis of the City's ability to meet the 2040 LOS requirement for recreation indicates that current park acreage exceeds the 2040 requirement. The recreation projects listed in the five-year schedule for capital improvement projects are included to meet the goals, objectives and policies of the recreation element, rather than meeting LOS standards. The funding for large recreation projects is generally listed in the fourth and fifth year of the capital improvement schedule. Water Supply projects generally have committed funding and are listed in the first three years of the five-year schedule of capital improvements

Table 10.5 summarizes the capital improvement expenditures by their functional category.

10.5.3 COSTS OF NEEDED CAPITAL IMPROVEMENTS AND BASIS OF COST ESTIMATES

The City of Deerfield Beach's CIP process begins with city departments submitting their five-year capital project needs and annual operating budget requests to the Planning & Development Services Department. Department directors use a capital improvement project request form to help guide them through the process. Key components of the request form include a category of capital expenditures and the relationship to the City's goals and objectives. The Planning & Development Services Department, in conjunction with the Finance Director, then reviews the project requests and produces a 5-year capital improvement plan for review and consideration by the City Commission.

**Table 10.4 Five-Year Schedule of Capital Improvements
Summary by Functional Category FY 2022-2026**

FUNDING SOURCE CODES	TOTAL	
1 - General Fund		\$33,588,156
2 - Road and Bridge Fund		\$ 7,525,800
3 - Solid Waste Fund		\$ 4,523,924
4 - Utility Operating Fund		\$500,000
5 - Stormwater Fund		\$ 3,566,300
6 - W/S Renewal & Replacement Fund		\$14,204,755
7 - Grant Funds		-
8 - General Obligation/Revenue Bonds		\$25,529,827
9 - FL Municipal Loan Council Revenue Bonds		-
10 - Community Development Block Grant Fund		\$ 150,000
TOTAL		\$89,588,762
FUNDING BY YEAR	ESTIMATED COST	
Fiscal Year 2022		\$42,180,690
Fiscal Year 2023		\$16,928,978
Fiscal Year 2024		\$14,076,697
Fiscal Year 2025		\$ 9,270,211
Fiscal Year 2026		\$ 7,132,186
TOTAL		\$89,588,762

10.5.4 IMPACT OF PUBLIC EDUCATIONAL AND HEALTH CARE SYSTEMS ON INFRASTRUCTURE

Based upon the Broward County School Board (BCSB) District Educational Facilities Plan. No new elementary, middle, or high schools are proposed within the City. It has been determined that existing schools are adequately served by current roadways, sanitary sewer, solid waste, drainage, potable water and recreation facilities.

10.5.5 SUPPORT OF THE FUTURE LAND USE ELEMENT AND PLAN

The platting and concurrency process established by Broward County and discussed in the Plan ensures that future capital facilities are in place when needed by a new development or a significant redevelopment. Any major increase in density or intensity of use in the City would require a land use amendment which would be reviewed by the County's Planning Council.

Due to the nearly built-out nature of the City, the issue of timing and location of capital improvements to public facilities is insignificant. As of 2021, there were only 208.7 acres of vacant land, or .02% percent of total land remaining in the City. The City has been able to

provide a more accurate measure of vacant land due to work with the Broward County Property Appraiser's Office.

The most likely land use scenario in the future is to see redevelopment of underutilized residential parcels at higher densities, redevelopment of blighted commercial areas into new residential, commercial or mixed use projects, and development of vacant land at the highest density and intensity permitted or as mixed use. This combination of land uses will accommodate the projected population growth and land use needs. The resulting concern for public facilities and services is the ability to accommodate increased densities. This is analyzed in detail in the Utilities Element. The requirements and goals of the South Florida Water Management District have also been taken into consideration within the Utilities Element. The effect of increased density on transportation and transit has been addressed in the Transportation Element.

The five-year schedule of capital improvement is sufficient in its timing and location to support efficient land development and support the goals, objectives and policies of the Future Land Use Element.

10.6 MONITORING AND EVALUATION

The monitoring and evaluation of the progress of the composite comprehensive plan will be coordinated by the City's Planning & Development Services Department.

The Capital Improvements Element will be revised on an annual basis in response to change in the Capital Improvement Program and City Budget. The Planning and Development Services Department will work very closely with the Management and Budget Department to ensure that the comprehensive plan remains financially feasible and adopted by December 1 of each year per Section 163.3177 (3) (b) F.S. This review will include the following considerations:

- The Capital Improvement Element's consistency with the other elements, the state plan, the regional plan, the county plan and its support of the Future Land Use Element.
- The appropriateness of the priority assigned to the various capital improvement projects.
- The progress made in meeting those needs which have been deemed to be existing deficiencies.
- The city's effectiveness in maintaining the adopted level of service (LOS) standards.
- A revision of the Five-Year Schedule of Capital Improvements in concert with the city's future capital improvement needs.

PUBLIC HEARING NOTICE 2022-012
CITY OF DEERFIELD BEACH, FLORIDA
NOTICE OF PROPOSED COMPREHENSIVE PLAN
AMENDMENT

PUBLIC NOTICE IS HEREBY GIVEN that the City of Deerfield Beach City Commission will hold the first of two Public Hearings pursuant to Section 163, Florida Statutes on **Tuesday, November 16, 2021 at 7:00 p.m.** in the City Commission Chambers, City Hall, 150 N.E. 2nd Avenue, Deerfield Beach, Florida 33441 and/or utilizing communications media technology with some elected officials and City staff participating through video conferencing via Zoom (virtual meeting) to consider the proposed amendment to the Comprehensive Plan of the City of Deerfield Beach. The proposed amendment is as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING THE CAPITAL IMPROVEMENTS ELEMENT ("CIE") OF THE CITY'S ADOPTED COMPREHENSIVE PLAN BY REVISING AND UPDATING THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS IN ACCORDANCE WITH SECTION 163.3177, FLORIDA STATUTES, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A"; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

You may either be present in person at this Public Hearing, represented by counsel or letter. All interested persons take due notice of the time and place of this Public Hearing and govern yourselves accordingly.

Information on the proposed amendments is available for public inspection in the Planning & Development Services Department, 150 N.E. 2nd Avenue, Deerfield Beach, FL 33441.

Any person who decides to appeal any decision of the **CITY COMMISSION** with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

All correspondence to the **CITY COMMISSION** relative to this matter should be mailed to 150 N. E. 2nd Avenue, Deerfield Beach, FL 33441.

CITY OF DEERFIELD BEACH, FLORIDA

BY: Samantha Gillyard, CMC, City Clerk

Publish: Sun Sentinel - Friday, November 5, 2021
2 column wide by 10 inches long – title in 18 point



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1041

Agenda Date: 12/7/2021

Status: BOARD APPOINTMENT

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, confirming Najaim Musto as a member of the Non-Uniformed Employees Retirement Plan Committee; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

At the request of the Non-Uniform Pension Retirement Committee, an election was scheduled to be held in December for one vacancy. The registration period was held from November 8, 2021 - November 22, 2021. Only one application was received.

Included in the agenda backup is the application for Najaim Musto who was unopposed for appointment to the Non-Uniform Pension Retirement Committee.

Recommendation

Approval is recommended.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, CONFIRMING NAJAIM MUSTO AS
A MEMBER OF THE NON-UNIFORMED EMPLOYEES
RETIREMENT PLAN COMMITTEE; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, in accordance with Section 54-161 of the City Code, the Non-Uniformed Employees Retirement Plan Committee (the “Committee”) is comprised of five members: two members are appointed by the City Commission, two plan participants are elected by non-uniformed employees of the plan participants, and the fifth member is chosen by the majority of the four other Committee members, with all appointees serving a four (4) year term; and

WHEREAS, there is a vacancy on the Committee for an elected member; and

WHEREAS, Section 54-162 of the City Code provides procedures for filling vacancies on the Committee, and requires an election be held to fill employee representative vacancies; and

WHEREAS, during the registration period of November 8, 2021 through November 22, 2021 for the election, the City Clerk’s Office accepted applications for the vacancy; and

WHEREAS, during that period, only one application was received; therefore, the Committee candidate, Najaim Musto was unopposed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. Najaim Musto is hereby confirmed as a member of the Non-Uniformed Employees Retirement Plan Committee for a term commencing upon adoption of this Resolution and ending on September 30, 2025.

Section 3. Najaim Musto shall serve without compensation and is required to file a financial disclosure statement in accordance with State Statutes.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach Application for Advisory Board or Committee

Advisory Board or Committee you are applying for: non-uniform employee pension board

Are you willing to be considered for an alternate Board or Committee? Yes ☐ No ☒

Name Najaim Musto

Address 856 nw 6th drive

City boca raton State Zip 33486

I reside in District # (can be found on back of your Voter Registration Card)

Year- Round Resident? Yes ☒ No ☐

If No, how what months are you away?

Home Phone Work/Mobile Phone (561) 542-4594

E-mail culinaryrescue@aol.com

Employer retired

Address

Occupation (if retired, please indicate and list former occupation) ocean rescue captain

Please list any governmental Advisory Boards or Committees on which you currently serve:

Complete the following. Please describe those facets of your background/experience which you feel may be useful for membership on this Board/Committee.

Academic: Degrees, Diplomas

highschool diploma, associates occupational studies (culinary)

Professional: Certification(s)

EMt lifeguard safety instructor

Knowledge: Training, interest or experience

previousley employed by city @ ocean rescue for 24 yeard

Community Involvement: List organizations/positions

Founders Day commitee

Organizations: Memberships

United States lifesaving association

I understand that in accordance with the Florida Sunshine Law, this information may be made public. I understand that the appointment is for voluntary, uncompensated service. If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws and ordinances of the City, County and State of Florida, particularly those pertaining to the conduct of public officials and the financial disclosure requirements, if applicable to my position.

Signature:



Date: 11/09/20

Print Name: Najaim Musto

Return completed application to:

City Clerk's Office

150 NE 2nd Avenue, Deerfield Beach, FL 33441

Phone: 954-480-4213

Website: www.deerfield-beach.com

Fax: 954-480-4323

E-mail: web.clerk@deerfield-beach.com

PLEASE NOTE: Resumes/Additional information may be included; however, the application MUST be completed.



NON-UNIFORMED MUNICIPAL EMPLOYEE RETIREMENT COMMITTEE

Creating Authority:

Ordinance No. 894
Amended by Ordinance No. 1079
Amended by Ordinance No. 1989/031
Amended by Ordinance No. 2011/015
Amended by Ordinance No. 2013/012

Method of Appointment:

Two (2) Resident Members - Resolution of Commission for Terms of Four (4) Years
Two Employees - Elected by Non-Uniformed Employees for Terms of Four (4) Years
Fifth Member - Chosen by Above Principals for a Term of Four (4) Years

**Ordinance No. 2013/012 - extended terms from two (2) years to four (4) years
for elected and appointed members. (April 16, 2013)

Financial Disclosure:

Required

Compensation:

None

Liaison:

Livia Giuliani, Benefits USA (954) 730-2068 or livia@benefits-usa.org

Meeting Dates:

2nd Monday, quarterly

Board Attorney:

Robert Sugarman / Pedro Herrera 305-529-2801

Functions and Responsibilities:

To administer the funds of employees and City contributions in accord with sound actuarial principals.

Name	Address	Phone	Replaces	Resolution Number	Date Appointed	Term Expires
David Rolwing (Commission)	318 Deer Creek Run Deerfield Beach, FL 33442	698-6724	SELF	2020/157	11/10/20	11/09/24
Valerie Hackett (Commission)	800 SE 20 th Avenue, Apt #904, Deerfield Beach, FL 33441	954-536-1877 (h) 954-536-1877 (c)	Patterson	2021/062	04/20/21	11/09/24
VACANT (Board Members)	Deerfield Beach, FL 33442		NEW			
Lee Magnuson (Employee)	220 S.E. 10 th CT Deerfield Beach, FL 33441	427-4790	Adams	2018/056	04/17/18	04/17/22
Najaim Musto (Employee)	856 NW 6th Drive Boca Raton, FL 33486	561-542-4594	Miller	2021/084	06/01/21	09/30/21



NOTICE OF ELECTION
NON-UNIFORMED RETIREMENT
PENSION BOARD

YOU ARE HEREBY NOTIFIED that the period to register for the Non-Uniformed Retirement Pension Board election has expired.

Currently, there is one (1) position available for election; whereby, only one (1) application was received during the registration period of November 8, 2021 – November 22, 2021. Therefore, the following candidate was unopposed and will be appointed to the Non-Uniformed Retirement Pension Board.

Najaim Musto

NO ELECTION WILL BE HELD FOR THIS BOARD

Should you have any questions, please feel free to contact the City Clerk's Office.

CITY OF DEERFIELD BEACH, FLORIDA
BY: SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1000

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, accepting the Investment Policy and Internal Controls Certification from the City's Chief Financial Officer for the Fiscal Year ending September 30, 2021; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Section 218.415, Fla. Stat., requires that investment activity by a unit of local government must be consistent with a written investment plan that has been adopted by the City Commission. The City's current investment policy was adopted on March 6, 2018 via Resolution 2018/045.

Current Activity

The current investment policy (the "Policy") requires certification that the City's investment portfolio is in compliance with the Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets. A listing of securities held in the portfolio by type or class, book value, income earned and market value as of September 30, 2021 is also included.

Recommendation

Staff recommends accepting the investment and internal controls certification for the fiscal year that ended on September 30, 2021.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ACCEPTING THE INVESTMENT
POLICY AND INTERNAL CONTROLS CERTIFICATION FROM THE
CITY'S CHIEF FINANCIAL OFFICER FOR THE FISCAL YEAR ENDING
SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Section 218.415, Fla. Stat., requires investment activity by a unit of local government to be consistent with a written investment plan that has been adopted by the local governing body; and

WHEREAS, the City's current investment policy (the "Investment Policy") was adopted on March 6, 2018 (Resolution 2018/045) and applies to all funds held by the City on behalf of the citizens of the City of Deerfield Beach, with the exception of (i) pension fund assets, and (ii) funds whose uses are restricted by debt covenants, prior contracts or legal, regulatory or other constraints; and

WHEREAS, the Investment Policy requires annual certification that the City's investment portfolio is in compliance with the Investment Policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets; and

WHEREAS, the City's Chief Financial Officer, Stephanie Tinsley, has prepared the Investment Policy and Internal Controls Certification, attached as Exhibit "A," for the fiscal year ending September 30, 2021 (the "CFO Certification").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The CFO Certification, attached as Exhibit "A," for the fiscal year ending September 30, 2021 is hereby accepted by the City Commission.

Section 3. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Exhibit A



TO: Honorable Mayor, Members of the City Commission, and City Manager

FROM: Stephanie Tinsley, Chief Financial Officer

DATE: November 16, 2021

RE: Investment Policy and Internal Control Certification

In compliance with Florida Statutes, Section 218.415, as well as the City's internal controls governing the investment of City funds, I, Stephanie Tinsley, Chief Financial Officer for the City of Deerfield Beach, do hereby certify that during the fiscal year ended September 30, 2021, the City's investment portfolio complied with the City's written investment policy and that the investment procedures and documentation required by the system of internal controls are adequate to safeguard the City's assets.



TO: David Santucci, City Manager

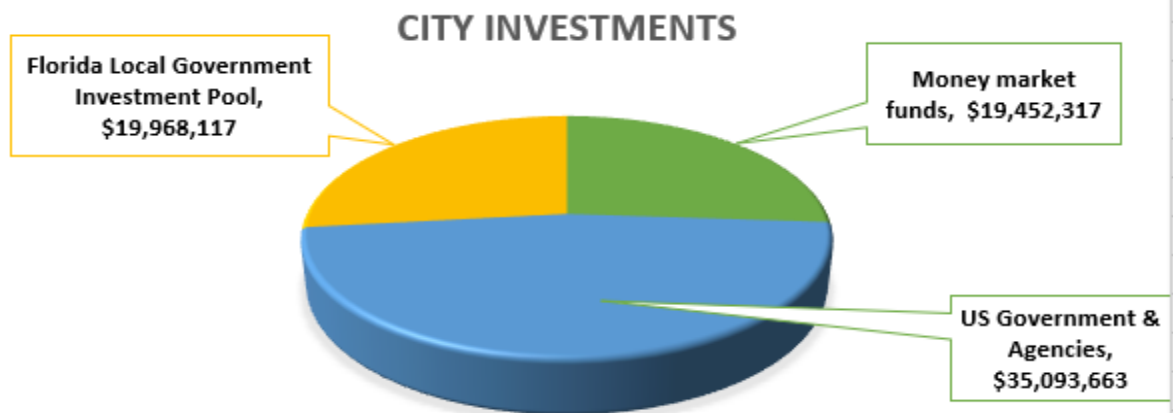
FROM: Stephanie Tinsley, Chief Financial Officer

DATE: October 26, 2021

RE: Quarterly Investment Report

In accordance with the City's investment policy, please find below a summary of the City's investment holdings as of September 30, 2021. A listing of individual securities is also detailed in the accompanying pages. Should you have any questions, please do not hesitate to contact me.

Description of Investment	Total	Percentage Holding
Money market funds	\$ 19,452,317	26.11%
US Government & Agencies	\$ 35,093,663	47.10%
Florida Local Government Investment Pool	\$ 19,968,117	26.80%
Total Investment Holding	\$ 74,514,097	100%





**State Board of Administration
Local Government Surplus Funds Trust Fund
Participant Statement**

AGENCY ACCOUNT 131051
09/01/2021 - 09/30/2021

Page 1 of 1

DEERFIELD BEACH, CITY OF

Participant Return 09/30/2021 : 0.09 %

150 N.E. 2ND AVENUE
DEERFIELD BEACH, FL 33441

Date	Transaction Type	Description	Amount	Balance
09/01/2021	BEGINNING BALANCE			34,966,344.79
09/10/2021	WITHDRAWAL	STEPHANIE TINSLEY	(15,000,000.00)	19,966,344.79
09/30/2021	EARNED INCOME	INTEREST	1,772.37	19,968,117.16
	Totals:		(14,998,227.63)	19,968,117.16

00148601
31- -01-B -74 -279-01
0101 -21-00646-01



Account Number: 4053402839
CITY OF DEERFIELD BEACH

This statement is for the period from September 1, 2021 to September 30, 2021

Questions?

If you have any questions regarding your account or this statement, please contact your Account Manager.

Account Manager:
JUANITA DIXON
1025 CONNECTICUT AVENUE SUITE 517
WASHINGTON DC 20036
Phone: 202-261-0784
E-mail: juanita.dixon@usbank.com



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CITY OF DEERFIELD BEACH
ATTN: FINANCE DEPARTMENT
150 NE 2ND AVENUE
DEERFIELD BEACH FL 33441-3506

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0101 -21-00646-01



CITY DEERFIELD
ACCOUNT 4053402839

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Period from September 1, 2021 to September 30, 2021

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CITY DEERFIELD
ACCOUNT 4053402839

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Period from September 1, 2021 to September 30, 2021

MARKET AND COST RECONCILIATION

	09/30/2021 MARKET	09/30/2021 BOOK VALUE
Beginning Market And Cost	54,672,231.68	54,962,405.62
Investment Activity		
Interest	36,824.27	36,824.27
Realized Gain/Loss	- 63,597.66	- 63,597.66
Change In Unrealized Gain/Loss	14,154.23	.00
Net Accrued Income (Current-Prior)	11,523.95	11,523.95
Total Investment Activity	- 1,095.21	- 15,249.44
Plan Expenses		
Trust Fees	- 681.99	- 681.99
Total Plan Expenses	- 681.99	- 681.99
Net Change In Market And Cost	- 1,777.20	- 15,931.43
Ending Market And Cost	54,670,454.48	54,946,474.19

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CITY DEERFIELD
ACCOUNT 4053402839

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Period from September 1, 2021 to September 30, 2021

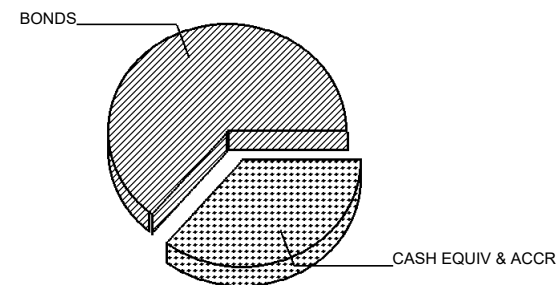
CASH RECONCILIATION

Beginning Cash		.00
Investment Activity		
Interest	36,824.27	
Cash Equivalent Purchases	- 7,453,280.75	
Purchases	- 5,371,746.09	
Cash Equivalent Sales	10,088,884.56	
Sales/Maturities	2,700,000.00	
Total Investment Activity	681.99	
Plan Expenses		
Trust Fees	- 681.99	
Total Plan Expenses	- 681.99	
Net Change In Cash	.00	
Ending Cash	.00	

ASSET SUMMARY

ASSETS	09/30/2021 MARKET	09/30/2021 BOOK VALUE	% OF MARKET
Cash And Equivalents	19,452,316.79	19,444,265.12	35.58
U.S. Government Issues	35,093,663.00	35,377,734.38	64.19
Total Assets	54,545,979.79	54,821,999.50	99.77
Accrued Income	124,474.69	124,474.69	0.23
Grand Total	54,670,454.48	54,946,474.19	100.00

Estimated Annual Income 557,450.00



ASSET SUMMARY MESSAGES

Estimated Annual Income is an estimate provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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0101 -21-00646-01



CITY DEERFIELD
ACCOUNT 4053402839

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Period from September 1, 2021 to September 30, 2021

ASSET DETAIL

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Cash And Equivalents						
Money Markets						
Wells Fargo Treas Plus Mm Inst 94975H296 Asset Minor Code 1	3,109,462.290	3,109,462.29 1.0000	3,109,462.29	.00 .00	29.02	0.01
Total Money Markets	3,109,462.290	3,109,462.29	3,109,462.29	.00 .00	29.02	0.01
Corporate Short Term Obligations						
Asb Fin Ltd London Brh C P 11/03/21 0020P2Y34 Asset Minor Code 8	1,350,000.000	1,349,878.50 .9999	1,348,254.38	1,624.12 108.00	.00	0.00
Atlantic Asset C P 2/09/22 04821UB92 Asset Minor Code 8	1,350,000.000	1,349,365.50 .9995	1,349,044.50	321.00 216.00	.00	0.00
Australia New Zealand C P 2/04/22 05253CB47 Asset Minor Code 8	1,250,000.000	1,249,437.50 .9996	1,248,368.75	1,068.75 200.00	.00	0.00
Bpce C P 9/01/21 05571BW17 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 966.67	.00	0.00
Crown Point Cap Co C P 4/18/22 2284K1DJ9 Asset Minor Code 8	1,350,000.000	1,348,879.50 .9992	1,348,282.88	596.62 256.50	.00	0.00
Dbx Bank Ltd C P 11/08/21 23305DY82 Asset Minor Code 8	1,350,000.000	1,349,851.50 .9999	1,348,998.75	852.75 108.00	.00	0.00
Dnb Bk Asa Disc Coml C P 5/26/22 2332K1ES5 Asset Minor Code 8	1,000,000.000	998,880.00 .9989	998,916.67	- 36.67 - 36.67	.00	0.00

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
Lma S A Lma Amers LLC C P 12/03/21 53944QZ37 Asset Minor Code 8	1,400,000.000	1,399,734.00 .9998	1,399,100.11	633.89 126.00	.00	0.00
Mountcliff Fdg LLC Disc C P 1/24/22 62455BAQ8 Asset Minor Code 8	1,300,000.000	1,299,506.00 .9996	1,298,931.83	574.17 182.00	.00	0.00
National Bk Cda Disc C P 1/07/22 63307MA74 Asset Minor Code 8	1,350,000.000	1,349,554.50 .9997	1,348,950.00	604.50 175.50	.00	0.00
Oversea Chinese Bkg C P 10/01/21 69034AX15 Asset Minor Code 8	700,000.000	700,000.00 1.0000	699,261.50	738.50 49.00	.00	0.00
Sheffield Receivable C P 11/10/21 82124LYA4 Asset Minor Code 8	1,350,000.000	1,349,851.50 .9999	1,349,550.00	301.50 108.00	.00	0.00
Societe Generale 4 A2 C P 9/07/21 83369BW77 Asset Minor Code 8	.000	.00 1.0000	.00	.00 - 354.00	.00	0.00
Toronto Dominion Bk C P 5/19/22 89119BEK8 Asset Minor Code 8	1,350,000.000	1,348,528.50 .9989	1,348,482.00	46.50 46.50	.00	0.00
United Overseas Bk Ltd C P 2/14/22 91127QBE8 Asset Minor Code 8	1,250,000.000	1,249,387.50 .9995	1,248,661.46	726.04 200.00	.00	0.00
Total Corporate Short Term Obligatio	16,350,000.000	16,342,854.50	16,334,802.83	8,051.67 418.16	.00	0.00
Total Cash And Equivalents	19,459,462.290	19,452,316.79	19,444,265.12	8,051.67 418.16	29.02	0.00

US Government Issues

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 0.125% 10/31/22 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CAR2 Asset Minor Code 21	3,000,000.000	3,000,360.00 100.0120	3,000,468.75	- 108.75 - 120.00	1,569.29	0.12
U S Treasury Nt 0.125% 11/30/22 Standard & Poors Rating: N/A Moodys Rating: Aaa 91282CAX9 Asset Minor Code 21	2,500,000.000	2,499,600.00 99.9840	2,500,195.31	- 595.31 - 975.00	1,050.20	0.13
U S Treasury Nt 0.125% 2/28/23 Standard & Poors Rating: N/A Moodys Rating: N/A 91282CBN0 Asset Minor Code 21	2,700,000.000	2,698,002.00 99.9260	2,700,210.94	- 2,208.94 - 945.00	279.85	0.13
U S Treasury Nt 1.750% 2/28/22 Standard & Poors Rating: N/A Moodys Rating: Aaa 912828J43 Asset Minor Code 21	2,350,000.000	2,366,520.50 100.7030	2,385,525.39	- 19,004.89 - 3,125.50	3,521.75	1.74
U S Treasury Nt 1.750% 1/31/23 Standard & Poors Rating: N/A Moodys Rating: Aaa 912828P38 Asset Minor Code 21	2,600,000.000	2,654,834.00 102.1090	2,658,601.56	- 3,767.56 - 3,767.56	7,665.76	1.71
U S Treasury Nt 1.625% 4/30/23 Standard & Poors Rating: N/A Moodys Rating: Aaa 912828R28 Asset Minor Code 21	2,650,000.000	2,709,307.00 102.2380	2,713,144.53	- 3,837.53 - 3,837.53	18,020.72	1.59
U S Treasury Nt 1.750% 11/30/21 Standard & Poors Rating: N/A Moodys Rating: Aaa 912828U65 Asset Minor Code 21	2,950,000.000	2,958,171.50 100.2770	2,990,216.80	- 32,045.30 - 4,189.00	17,349.39	1.75

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DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 1.875% 1/31/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828V72 Asset Minor Code 21	1,350,000.000	1,358,181.00 100.6060	1,371,462.89	- 13,281.89 - 1,836.00	4,264.61	1.86
U S Treasury Nt 1.875% 2/28/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828W55 Asset Minor Code 21	2,700,000.000	2,720,250.00 100.7500	2,747,671.88	- 27,421.88 - 4,212.00	4,335.29	1.86
U S Treasury Nt 2.125% 6/30/22 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828XG0 Asset Minor Code 21	1,500,000.000	1,522,845.00 101.5230	1,534,277.34	- 11,432.34 - 2,700.00	8,055.37	2.09
U S Treasury Nt 1.500% 10/31/21 Standard & Poors Rating: N/A Moody's Rating: Aaa 912828YP9 Asset Minor Code 21	900,000.000	901,062.00 100.1180	911,425.78	- 10,363.78 - 1,071.00	5,649.46	1.50
U S Treasury Nt 2.500% 3/31/23 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128284D9 Asset Minor Code 21	1,500,000.000	1,551,855.00 103.4570	1,560,117.19	- 8,262.19 - 3,690.00	103.02	2.42
U S Treasury Nt 2.750% 9/15/21 Standard & Poors Rating: N/A Moody's Rating: WR 9128285A4 Asset Minor Code 21	.000	.00 100.0000	.00	.00 60,816.66	.00	0.00
U S Treasury Nt 2.875% 10/15/21 Standard & Poors Rating: N/A Moody's Rating: Aaa 9128285F3 Asset Minor Code 21	2,650,000.000	2,652,862.00 100.1080	2,716,146.48	- 63,284.48 - 6,148.00	35,179.47	2.87

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ASSET DETAIL (continued)

DESCRIPTION	SHARES/ FACE AMOUNT	MARKET PRICE/UNIT	BOOK VALUE	UNREALIZED GAIN (LOSS) SINCE INCEPTION/ CURRENT PERIOD	ENDING ACCRUAL	YIELD ON MARKET
U S Treasury Nt 2.500% 2/15/22 Standard & Poors Rating: N/A Moodys Rating: Aaa 9128286C9 Asset Minor Code 21	5,450,000.000	5,499,813.00 100.9140	5,588,269.54	- 88,456.54 - 10,464.00	17,401.49	2.48
Total US Government Issues	34,800,000.000	35,093,663.00	35,377,734.38	- 284,071.38 13,736.07	124,445.67	1.60
Total Assets	54,259,462.290	54,545,979.79	54,821,999.50	- 276,019.71 14,154.23	124,474.69	1.03
Accrued Income	.000	124,474.69	124,474.69			
Grand Total	54,259,462.290	54,670,454.48	54,946,474.19			

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your account manager or relationship manager.

We provide a cash management administrative service for the temporary investment of principal and income balances in your account. The fee for providing this service will not exceed \$0.42 per month for each \$1,000 of the average daily balance invested under the cash management administrative service. The charge for this service has been deducted from your account.

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ASSET DETAIL MESSAGES (continued)

Yield on Market and Accrued Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.

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INCOME ACCRUAL DETAIL

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
Cash And Equivalents								
.000	Bpce C P 05571BW17	9/01/21			.00	966.67	966.67	.00
.000	Societe Generale 4 A2 C P 83369BW77	9/07/21			.00	367.50	367.50	.00
3,109,462.290	Wells Fargo Treas Plus Mm Inst 94975H296		10/01/21		7.08	29.02	7.08	29.02
Total Cash And Equivalents					7.08	1,363.19	1,341.25	29.02

US Government Issues

3,000,000.000	U S Treasury Nt 91282CAR2	0.125%	10/31/22		1,263.59	305.70	.00	1,569.29
2,500,000.000	U S Treasury Nt 91282CAX9	0.125%	11/30/22		794.06	256.14	.00	1,050.20
2,700,000.000	U S Treasury Nt 91282CBN0	0.125%	2/28/23		.15	279.70	.00	279.85
2,350,000.000	U S Treasury Nt 912828J43	1.750%	2/28/22		113.60	3,408.15	.00	3,521.75
2,600,000.000	U S Treasury Nt 912828P38	1.750%	1/31/23		.00	2,720.11	- 4,945.65	7,665.76
2,650,000.000	U S Treasury Nt 912828R28	1.625%	4/30/23		.00	2,574.39	- 15,446.33	18,020.72
2,950,000.000	U S Treasury Nt 912828U65	1.750%	11/30/21		13,117.83	4,231.56	.00	17,349.39
1,350,000.000	U S Treasury Nt 912828V72	1.875%	1/31/22		2,201.09	2,063.52	.00	4,264.61
2,700,000.000	U S Treasury Nt 912828W55	1.875%	2/28/22		139.85	4,195.44	.00	4,335.29

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INCOME ACCRUAL DETAIL (continued)

SHARES/ FACE AMOUNT	DESCRIPTION	EX DATE	PAY DATE	ANN RATE	BEGINNING ACCRUAL	INCOME EARNED	INCOME RECEIVED	ENDING ACCRUAL
1,500,000.000	U S Treasury Nt 912828XG0	2.125%	6/30/22		5,456.86	2,598.51	.00	8,055.37
900,000.000	U S Treasury Nt 912828YP9	1.500%	10/31/21		4,548.91	1,100.55	.00	5,649.46
1,500,000.000	U S Treasury Nt 9128284D9	2.500%	3/31/23		15,778.69	3,074.33	18,750.00	103.02
.000	U S Treasury Nt 9128285A4	2.750%	9/15/21		34,300.27	2,824.73	37,125.00	.00
2,650,000.000	U S Treasury Nt 9128285F3	2.875%	10/15/21		28,934.60	6,244.87	.00	35,179.47
5,450,000.000	U S Treasury Nt 9128286C9	2.500%	2/15/22		6,294.16	11,107.33	.00	17,401.49
Total US Government Issues					112,943.66	46,985.03	35,483.02	124,445.67
Grand Total					112,950.74	48,348.22	36,824.27	124,474.69

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INVESTMENT ACTIVITY

DATE	DESCRIPTION	CASH
Interest		
Bpce C P 9/01/21 05571Bw17		
09/01/2021	Bpce C P 9/01/21 1,000,000 Par Value At 100 %	966.67
Societe Generale 4 A2 C P 9/07/21 83369Bw77		
09/07/2021	Societe Generale 4 A2 C P 9/07/21 1,350,000 Par Value At 100 %	367.50
U S Treasury Nt 1.625% 4/30/23 912828R28		
09/09/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.625% 4/30/23 Income Debit 15,446.33- USD	- 15,446.33
U S Treasury Nt 1.750% 1/31/23 912828P38		
09/09/2021	Paid Accrued Interest On Purchase Of U S Treasury Nt 1.750% 1/31/23 Income Debit 4,945.65- USD	- 4,945.65
U S Treasury Nt 2.500% 3/31/23 9128284D9		
09/30/2021	U S Treasury Nt 2.500% 3/31/23 0.0125 USD/\$1 Pv On 1,500,000 Par Value Due 9/30/21	18,750.00
U S Treasury Nt 2.750% 9/15/21 9128285A4		
09/15/2021	U S Treasury Nt 2.750% 9/15/21 0.01375 USD/\$1 Pv On 2,700,000 Par Value Due 9/15/21	37,125.00
Wells Fargo Treas Plus Mm Inst 94975H296		
09/01/2021	Interest From 8/1/21 To 8/31/21	7.08

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INVESTMENT ACTIVITY (continued)

DATE	DESCRIPTION	CASH
Total Interest		36,824.27

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PLAN EXPENSES

DATE	DESCRIPTION	CASH
Trust Fees		
Trust Fees		
09/24/2021	Collected Charged For Period 08/01/2021 Thru 08/31/2021	- 681.99
Total Trust Fees		- 681.99
Total Trust Fees		- 681.99
Total Plan Expenses		- 681.99

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PURCHASES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Cash And Equivalents					
09/08/2021	Purchased 1,000,000 Par Value Of Dnb Bk Asa Disc Coml C P 5/26/22 Trade Date 9/7/21 Purchased Through BofA Securities, Inc./Fxd Inc Swift External Ref#: 111847456090721 1,000,000 Par Value At 99.891667 % 2332K1ES5	1,000,000.000	.00	- 998,916.67	998,916.67
Total Dnb Bk Asa Disc Coml C P 5/26/22		1,000,000.000	.00	- 998,916.67	998,916.67
09/08/2021	Purchased 1,350,000 Par Value Of Toronto Dominion Bk C P 5/19/22 Trade Date 9/7/21 Purchased Through J.P. Morgan Securities LLC Swift External Ref#: 111847433090721 1,350,000 Par Value At 99.88755556 % 89119BEK8	1,350,000.000	.00	- 1,348,482.00	1,348,482.00
Total Toronto Dominion Bk C P 5/19/22		1,350,000.000	.00	- 1,348,482.00	1,348,482.00
09/01/2021	Purchased 1,000,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/1/21 94975H296	1,000,000.000	.00	- 1,000,000.00	1,000,000.00
09/02/2021	Purchased 7.08 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/2/21 94975H296	7.080	.00	- 7.08	7.08
09/07/2021	Purchased 1,350,000 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/7/21 94975H296	1,350,000.000	.00	- 1,350,000.00	1,350,000.00

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
09/15/2021	Purchased 2,737,125 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/15/21 94975H296	2,737,125.000	.00	- 2,737,125.00	2,737,125.00
09/30/2021	Purchased 18,750 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/30/21 94975H296	18,750.000	.00	- 18,750.00	18,750.00
Total Wells Fargo Treas Plus Mm Inst		5,105,882.080	.00	- 5,105,882.08	5,105,882.08
Total Cash And Equivalents		7,455,882.080	.00	- 7,453,280.75	7,453,280.75
US Government Issues					
09/09/2021	Purchased 2,650,000 Par Value Of U S Treasury Nt 1.625% 4/30/23 Trade Date 9/8/21 Purchased Through Bmo Capital Markets Corp. Swift External Ref#: 111866219090821 2,650,000 Par Value At 102.38281245 % 912828R28	2,650,000.000	.00	- 2,713,144.53	2,713,144.53
Total U S Treasury Nt 1.625% 4/30/23		2,650,000.000	.00	- 2,713,144.53	2,713,144.53
09/09/2021	Purchased 2,600,000 Par Value Of U S Treasury Nt 1.750% 1/31/23 Trade Date 9/8/21 Purchased Through Citigroup Global Markets Inc. Swift External Ref#: 111866030090821 2,600,000 Par Value At 102.25390615 % 912828P38	2,600,000.000	.00	- 2,658,601.56	2,658,601.56
Total U S Treasury Nt 1.750% 1/31/23		2,600,000.000	.00	- 2,658,601.56	2,658,601.56

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PURCHASES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	CASH	BOOK VALUE
Total Government Issues		5,250,000.000	.00	- 5,371,746.09	5,371,746.09
Total Purchases		12,705,882.080	.00	- 12,825,026.84	12,825,026.84

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SALES AND MATURITIES

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Cash And Equivalents						
09/01/2021	Matured 1,000,000 Par Value Of Bpce C P 9/01/21 Trade Date 9/1/21 1,000,000 Par Value At 100 % 05571BW17	- 1,000,000.000	.00	999,033.33	- 999,033.33	.00
Total Bpce C P 9/01/21		- 1,000,000.000	.00	999,033.33	- 999,033.33	.00
09/07/2021	Matured 1,350,000 Par Value Of Societe Generale 4 A2 C P 9/07/21 Trade Date 9/7/21 1,350,000 Par Value At 100 % 83369BW77	- 1,350,000.000	.00	1,349,632.50	- 1,349,632.50	.00
Total Societe Generale 4 A2 C P 9/07/21		- 1,350,000.000	.00	1,349,632.50	- 1,349,632.50	.00
09/08/2021	Sold 2,347,398.67 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/8/21 94975H296	- 2,347,398.670	.00	2,347,398.67	- 2,347,398.67	.00
09/09/2021	Sold 5,392,138.07 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/9/21 94975H296	- 5,392,138.070	.00	5,392,138.07	- 5,392,138.07	.00
09/24/2021	Sold 681.99 Units Of Wells Fargo Treas Plus Mm Inst Trade Date 9/24/21 94975H296	- 681.990	.00	681.99	- 681.99	.00
Total Wells Fargo Treas Plus Mm Inst		- 7,740,218.730	.00	7,740,218.73	- 7,740,218.73	.00

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SALES AND MATURITIES (continued)

DATE	DESCRIPTION	SHARES/ FACE AMOUNT	COMMISSION	TRANSACTION PROCEEDS	BOOK VALUE	REALIZED GAIN/LOSS
Total Cash And Equivalents		- 10,090,218.730	.00	10,088,884.56	- 10,088,884.56	.00
US Government Issues						
09/15/2021	Matured 2,700,000 Par Value Of U S Treasury Nt 2.750% 9/15/21 Trade Date 9/15/21 2,700,000 Par Value At 100 % 9128285A4	- 2,700,000.000	.00	2,700,000.00	- 2,763,597.66	- 63,597.66
Total U S Treasury Nt 2.750% 9/15/21		- 2,700,000.000	.00	2,700,000.00	- 2,763,597.66	- 63,597.66
Total Government Issues		- 2,700,000.000	.00	2,700,000.00	- 2,763,597.66	- 63,597.66
Total Sales And Maturities		- 12,790,218.730	.00	12,788,884.56	- 12,852,482.22	- 63,597.66

SALES AND MATURITIES MESSAGES

Realized gain/loss should not be used for tax purposes.

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BOND SUMMARY

		PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
SHORT-TERM MATURITY DETAIL				
30 Days or Less				
U S Treasury Nt	2.875% 10/15/21	2,650,000.00	2,652,862.00	14.37
Total 30 Days or Less		2,650,000.00	2,652,862.00	14.37
31 to 60 Days				
U S Treasury Nt	1.500% 10/31/21	900,000.00	901,062.00	4.88
Total 31 to 60 Days		900,000.00	901,062.00	4.88
61 to 90 Days				
U S Treasury Nt	1.750% 11/30/21	2,950,000.00	2,958,171.50	16.03
Total 61 to 90 Days		2,950,000.00	2,958,171.50	16.03
91 to 120 Days				
Total 91 to 120 Days		.00	.00	0.00
121 to 180 Days				
U S Treasury Nt	1.875% 1/31/22	1,350,000.00	1,358,181.00	7.36
U S Treasury Nt	2.500% 2/15/22	5,450,000.00	5,499,813.00	29.80
U S Treasury Nt	1.750% 2/28/22	2,350,000.00	2,366,520.50	12.82
U S Treasury Nt	1.875% 2/28/22	2,700,000.00	2,720,250.00	14.74
Total 121 to 180 Days		11,850,000.00	11,944,764.50	64.72
Total		18,350,000.00	18,456,860.00	100.00

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CITY DEERFIELD
ACCOUNT 4053402839

Page 23 of 23
Period from September 1, 2021 to September 30, 2021

BOND SUMMARY (continued)

	PAR VALUE	MARKET VALUE	PERCENTAGE OF CATEGORY
MATURITY SUMMARY			
2021	6,500,000.00	6,512,095.50	18.56
2022	18,850,000.00	18,967,569.50	54.05
2023	9,450,000.00	9,613,998.00	27.39
Total	34,800,000.00	35,093,663.00	100.00
MOODY'S RATING			
Aaa	32,100,000.00	32,395,661.00	92.31
N/A	2,700,000.00	2,698,002.00	7.69
Total	34,800,000.00	35,093,663.00	100.00
S&P RATING			
N/A	34,800,000.00	35,093,663.00	100.00
Total	34,800,000.00	35,093,663.00	100.00



Glossary

Accretion - The accumulation of the value of a discounted bond until maturity.

Adjusted Prior Market Realized Gain/Loss - The difference between the proceeds and the Prior Market Value of the transaction.

Adjusted Prior Market Unrealized Gain/Loss - The difference between the Market Value and the Adjusted Prior Market Value.

Adjusted Prior Market Value - A figure calculated using the beginning Market Value for the fiscal year, adjusted for all asset related transactions during the period, employing an average cost methodology.

Amortization - The decrease in value of a premium bond until maturity.

Asset - Anything owned that has commercial exchange value. Assets may consist of specific property or of claims against others, in contrast to obligations due to others (liabilities).

Bond Rating - A measurement of a bond's quality based upon the issuer's financial condition. Ratings are assigned by independent rating services, such as Moody's, or S&P, and reflect their opinion of the issuer's ability to meet the scheduled interest and principal repayments for the bond.

Cash - Cash activity that includes both income and principal cash categories.

Change in Unrealized Gain/Loss - Also reported as Gain/Loss in Period in the Asset Detail section. This figure shows the market appreciation (depreciation) for the current period.

Cost Basis (Book Value) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Book Value method maintains an average cost for each asset.

Cost Basis (Tax Basis) - The original price of an asset, normally the purchase price or appraised value at the time of acquisition. Tax Basis uses client determined methods such as Last-In-First-Out (LIFO), First-In-First-Out (FIFO), Average, Minimum Gain, and Maximum Gain.

Ending Accrual - (Also reported as Accrued Income) Income earned but not yet received, or expenses incurred but not yet paid, as of the end of the reporting period.

Estimated Annual Income - The amount of income a particular asset is anticipated to earn over the next year. The shares multiplied by annual income rate.

Estimated Current Yield - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by taking the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

Ex-Dividend Date - (Also reported as Ex-Date) For stock trades, the person who owns the security on the ex-dividend date will earn the dividend, regardless of who currently owns the stock.

Income Cash - A category of cash comprised of ordinary earnings derived from investments, usually dividends and interest.

Market Value - The price per unit multiplied by the number of units.

Maturity Date - The date on which an obligation or note matures.

Payable Date - The date on which a dividend, mutual fund distribution, or interest on a bond will be made.

Principal Cash - A category of cash comprised of cash, deposits, cash withdrawals and the cash flows generated from purchases or sales of investments.

Realized Gain/Loss Calculation - The Proceeds less the Cost Basis of a transaction.

Settlement Date - The date on which a trade settles and cash or securities are credited or debited to the account.

Trade Date - The date a trade is legally entered into.

Unrealized Gain/Loss - The difference between the Market Value and Cost Basis at the end of the current period.

Yield on/at Market - The annual rate of return on an investment expressed as a percentage. For stocks, yield is calculated by the annual dividend payments divided by the stock's current share price. For bonds, yield is calculated by the coupon rate divided by the bond's market price.

The terms defined in this glossary are only for use when reviewing your account statement. Please contact your Relationship Manager with any questions.



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U.S. Bank
1555 N. Rivercenter Dr.
Suite 300
Milwaukee, WI 53212

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CITY OF DEERFIELD BEACH
ATTN: FINANCE DEPARTMENT
150 NE 2ND AVENUE
DEERFIELD BEACH FL 33441-3506



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1053

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Older Americans Act ("OAA") Contract #JA122-06-2022 with the Areawide Council on Aging of Broward County, Inc. for Center for Active Aging Services in an amount not to exceed \$190,476.71; authorizing execution of the OAA Contract; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Revenue

Account Name: Title IIIB Federal Funding

Account Number: 101-331-1210-69-99

Secondary Account Name: Title IIIE Federal Funding

Secondary Account Number: 101-331-1210-69-97

Background/History

The Center for Active Aging has been providing services for individuals 60 years old and older since 1981. The federal Older Americans Act (the "OAA") Title IIIB funds provide supportive services of counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and Title IIIE funds provide caregiver training and support for family caregivers (collectively, the "Services"). The Services improve the seniors' and caregivers' quality of life, promote independence, and encourage engagement. The Areawide Council on Aging contracts with the City of Deerfield Beach Department of Active Aging to provide supportive services under the OAA funding for the Center for Active Aging.

Current Activity

The Older American Act Contract amount will not exceed \$190,476.71, which will consist of \$169,456.71 for OAA Title IIIB funds, \$15,464.00 for the Areawide Council on Aging local matching funds for Title IIIB, \$5,000 for OAA Title IIIE funds, and \$556.00 in AAA local matching funds for Title IIIE. In accordance with Title III of the OAA, the City will contribute \$83,791.23 of in-kind utility services. Funding is from January 1, 2022 through December 31, 2022.

Recommendation

It is recommended that the City Commission approve and authorize execution of the Older American Act Contract providing for an effective date.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE OLDER AMERICANS ACT (“OAA”) CONTRACT #JA122-06-2022 WITH THE AREAWIDE COUNCIL ON AGING OF BROWARD COUNTY, INC. FOR CENTER FOR ACTIVE AGING SERVICES IN AN AMOUNT NOT TO EXCEED \$190,476.71; AUTHORIZING EXECUTION OF THE OAA CONTRACT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City wishes to contract with the Areawide Council on Aging of Broward County, Inc. (the “Council”) for the City’s provision of Center for Active Aging Services for a one-year period pursuant to the Older Americans Act (“OAA”) Contract #JA122-06-2022 (the “OAA Contract”); and

WHEREAS, the City’s provision of Center for Active Aging Services under the OAA Contract includes counseling, health support, recreation, screening & assessment, outreach, education & training, and telephone reassurance for seniors, and caregiver training and support for family caregivers; and

WHEREAS, the contract term for the OAA Contract with the Council will be from January 1, 2022 through December 31, 2022; and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve and authorize execution of OAA Contract #JA122-06-2022 with the Council in an amount not to exceed \$190,476.71.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves OAA Contract #JA122-06-2022 with the Council for Center for Active Aging Services in an amount not to exceed \$190,476.71.

Section 3. The Mayor is hereby authorized to execute the OAA Contract with the Council, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

January 1, 2022 - December 31, 2022

Contract JA122-06-2022

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council," and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the "Contractor who are collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract JM020-06-2022 executed between the Council and the Contractor, and its successor, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and

WHEREAS, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an Independent Contractor for the Council.

NOW, THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract, including all attachments, forms, exhibits, and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract

This Contract will incorporate attachments, proposal(s), service provider application(s), grant contracts, relevant State of Florida, Department of Elder Affairs' handbooks, manuals or desk books and Master Contract JM020-06-2022, as an integral part of the contract, except to the extent that the contract explicitly provides to the contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract

This Contract shall begin on January 1, 2022, or on the date on which this Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Contract Amount

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$190,476.71**, subject to the availability of funds. **\$169,456.71** represents Federal Older Americans Act (OAA) Title III B funds, **\$15,464.00** represents Areawide Council on Aging (AAA) local matching funds for Title III B, **\$5,000.00** represents Federal OAA Title III E funds and **\$556.00** represents AAA local matching funds for Title III E. In accordance with provision of Title III of the Older Americans Act, the Contractor will contribute **\$83,791.23** to the project in matching funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Renewals

By mutual agreement of the Parties, in accordance with s. 287.058(1)(g), F.S., the Council may renew this Contract for a period not to exceed three years, or the term of the original Contract, whichever is longer. The renewal price, or method for determining a renewal price, is set forth in the bid, proposal, or reply to the Council's request for Service Provider Application. No other costs for the renewal may

be charged. Any renewal is subject to the same terms and conditions as the original contract and contingent upon satisfactory performance evaluations by the Council and the availability of funds.

6. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

- 6.1** To demonstrate compliance with this provision, Contractor shall submit Attachment VIII, Background Screening Affidavit of Compliance annually, by January 7, 2022. Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

6.2 Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any Subcontractors and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or Subcontractors, must be sent to the Council with a summary of the investigation and allegations.

7. Nondiscrimination-Civil Rights Compliance

- 7.1** The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, Attachment III of the Master Contract JM020-06-2022, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.
- 7.2** During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, Attachment IV.
- 7.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 7.4** If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all Subcontractors, Vendors, or others with whom it arranges to provide services or benefits to participants

or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

8. Provision of Services:

The Contractor shall provide services in the manner described in Attachment I.

9. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment shall be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441 954-480-4449
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Council's Program Specialist for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, address, telephone numbers) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this Contract.		

10. All Terms and Conditions Included:

This Contract and its Attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

IN WITNESS THEREOF, the Parties hereto have caused this 36-page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

City of Deerfield Beach, Florida / Northeast
Focal Point Senior Center dba Department of
Active Aging

**Areawide Council on Aging of
Broward County, Inc.**

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE

SIGNED BY

SIGNED BY

NAME

PAULINE GRANT
NAME

TITLE

PRESIDENT
TITLE

DATE

DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30
DUNS: 086-382-090

ATTACHMENT I

**OLDER AMERICANS ACT
STATEMENT OF WORK**

I. SERVICES TO BE PROVIDED

A. Definitions of Terms

1. Contract Acronyms

AAA - Area Agency on Aging
ACL - Administration on Community Living
ADL - Activities of Daily Living
AIRS - Alliance of Information & Referral Systems
APCL - Assessed Priority Consumer List
APS - Adult Protective Services
CAP - Corrective Action Plan
CDSME - Chronic Disease Self-Management Education
CDSMP - Chronic Disease Self-Management Program
CIRTS - Client Information and Registration Tracking System
DBPR - Department of Business and Professional Regulation
DHHS - Department of Health and Human Services
DOH - Florida Department of Health
DOEA - State of Florida, Department of Elder Affairs
EBDPHPP - Evidence-Based Disease Prevention and Health Promotion Program
I&R - Information and Referral
IADL - Instrumental Activities of Daily Living
NCOA - National Council on Aging
NSIP - Nutrition Services Incentive Program
OAA - Older Americans Act
PSA - Planning and Service Area
SPA - Service Provider Application
USDA - US Department of Agriculture

2. Program Specific Terms

Adult Child with a Disability: A child who is age 18 or older and is financially dependent on an older individual who is a parent of the child and has a disability.

Child: An individual who is not more than eighteen (18) years of age or an individual with a disability.

Criteria: A standard which the AoA/ACL set for the Title IIID Program.

Description of Event: A description of what took place during the activity.

Direct Elders Served: The number of elders who participated in the program.

Family Caregiver: An adult family member, or another individual, who is an informal provider of in-home and community care to an older individual.

Frail: When an older individual is (1) determined to be unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing, or supervision or (2) unable to perform at least three such activities without such assistance; or, (3) due to a cognitive or other mental impairment, requires substantial supervision because the individual behaves in a manner that poses a serious health or safety hazard to the individual or to another individual.

Grandparent: A grandparent or step-grandparent of a child, or a relative of a child by blood,

marriage or adoption, who: (1) lives with the child, (2) is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregiver of the child, and (3) has a legal relationship to the child, such as legal custody or guardianship, or is raising the child informally.

Living Healthy: Also known as the Chronic Disease Self-Management Program (CDSMP) for the State of Florida.

Provider: A provider is the organization/individual actually conducting the direct service to the clients. CIRT entries and Monthly Programmatic Report, where the provider is listed, should be the actual organization conducting the service.

Service Provider Application: A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system, in the respective service area, in accordance with the Section 306 of the Older Americans Act (42 U.S.C. 3026), and the Council instructions.

B. General Description

1. General Statement

The Older Americans Act (OAA) Program is a federal program initiative that provides assistance to older persons and caregivers and is the only federal supportive services program directed solely toward improving the lives of older people.

The program provides a framework for a partnership among the different levels of government and the public and private sectors with a common objective, improving the quality of life for all older individuals by helping them to remain independent and productive.

The primary purpose of the OAA program is to foster the development and implementation of comprehensive and coordinated systems to serve older individuals. The OAA program uses these systems to assist older individuals to attain and maintain maximum independence and dignity in a home environment and allows for the capability of self-care with appropriate supportive services.

2. Authority

All applicable federal laws, regulations, action transmittals, program instructions, review guides and similar documentation related to the following:

- a. Catalog of Federal Domestic Assistance Nos. 93.043, 93.044, 93.045, and 93.052;
- b. Older Americans Act of 1965, as amended 2016;
- c. Section 311 of the Older Americans Act of 1965, as amended 2016 (42 U.S.C. § 3030a);
- d. 42 U.S.C. § 303 and § 604;
- e. Rule 58A-1, Florida Administrative Code (F.A.C.);
- f. Section 430.101, Florida Statutes (F.S.); and
- g. DOEA Programs and Services Handbook, which is hereby incorporated by reference, to include any subsequent revisions thereof.

3. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of the Title IIIB, Supportive Services; Title IIIC1, Congregate Nutrition Services; Title IIIC2, Home Delivered Nutrition Services; Title IIID, Evidence-Based Disease Prevention and Health Promotion Services; and Title IIIE, Caregiver Support Services programs of the OAA within its designated sector outlined in the Council-approved SPA and as specified in the Budget Summary, Attachment IV. The scope of service includes planning, coordinating and assessing the needs of older persons, and assuring the availability and quality of services. The services shall be provided in a manner consistent with and described in both the current Contractor's Council-approved SPA and the current DOEA Programs and Services Handbook.

4. Major Program Goals

The major goals of the OAA Program are to improve older individuals' quality of life, preserve their independence, and prevent or delay their need for costlier institutional care. These goals are achieved through the implementation of a comprehensive and coordinated service system that provides a continuum of service alternatives and effective delivery of nutritious meals that meet the diverse needs of elders and their caregivers.

C. Clients to be Served

1. General Description

The OAA Program gives preference to older individuals with greatest economic need and older individuals with greatest social need, with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.

2. Client Eligibility

a. OAA Title III

Consumers shall not be dually enrolled in an OAA Program and a Medicaid capitated Long-Term Care Program, except consumers in need of OAA Legal Assistance services and OAA Congregate Nutrition Services, including transportation to and from congregate meal sites.

b. OAA Title IIIB, Supportive Services

- i. Individuals must be age sixty (60) or older; and
- ii. I&R/Assistance services are provided to individuals regardless of age.

c. OAA Titles IIIC1 and IIIC2, Nutrition Services, General

General factors that shall be considered in establishing priority for the receipt of nutrition services include those older persons who:

- i. Cannot afford to eat adequately;
- ii. Lack the skills or knowledge to select and prepare nourishing and well-balanced meals;
- iii. Have limited mobility which may impair their capacity to shop and cook for themselves;
- iv. Have a disabling illness or physical condition requiring nutritional support; or
- v. Have been screened at a high nutritional risk.

d. OAA Title IIIC1, Congregate Nutrition Services

In addition to meeting the general nutrition services eligibility requirements listed in Section I.C.2.c., individuals must be mobile, not homebound, and physically, mentally, and medically able to attend a congregate nutrition program. Individuals eligible to receive congregate meals include the following:

- i. Individuals age sixty (60) or older;
- ii. Any spouse (regardless of age) who attends the dining center with his/her eligible spouse;
- iii. Persons with a disability, regardless of age, who reside in a housing facility occupied primarily by older individuals where congregate nutrition services are provided;
- iv. Disabled persons who reside at home with and accompany an eligible person to the dining center; and
- v. Volunteers, regardless of age, who provide essential services on a regular basis during meal hours.

e. OAA Title IIIC2, Home Delivered Nutrition Services

In addition to meeting the general nutrition services eligibility requirements as listed in Section I.C.2.c., individuals must be homebound and physically, mentally, or medically unable to attend a congregate nutrition program. Individuals eligible to receive home delivered meals include the following:

- i. Individuals age sixty (60) or older who are homebound because of illness, disability, or

- isolation;
- ii. The spouse of a homebound eligible individual, regardless of age, if the provision of the collateral meal supports maintaining the person at home;
- iii. Individuals with disabilities, regardless of age, who reside at home with eligible individuals and are dependent on them for care; and
- iv. Persons at nutritional risk who have physical, emotional, or behavioral conditions which would make their presence at congregate nutrition sites inappropriate; and
- v. Persons at nutritional risk who are socially or otherwise isolated and unable to attend a congregate nutrition site.
- f. **OAA Title IIID, Disease Prevention and Health Promotion Services**
 - i. Target individuals age sixty (60) or older; and
 - ii. Priority will be given to individuals residing in medically underserved areas.
- g. **OAA Title IIIE, Caregiver Support Services**
Eligibility for OAA Title IIIE, Caregiver Support Services, is as follows:
 - i. Eligible individuals include
 - (1) Family caregivers of individuals age sixty (60) or older; and
 - (2) Grandparents, age fifty-five (55) or older, or older individuals, age fifty-five (55) or older, who are relative caregivers.
 - ii. For respite and supplemental services, a family caregiver must be providing care for an older individual who meets the definition of the term “frail” as defined above.
 - iii. Priority will be given to family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction and to grandparents or older individuals who are relative caregivers who provide care for children with severe disabilities.

II. MANNER OF SERVICE PROVISION

A. Service Tasks

To achieve the goals of the OAA Program, the Contractor shall ensure performance of the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in Section I.C.2.

2. Targeting and Screening New Clients for Service Delivery

The Contractor shall develop and implement policies and procedures consistent with OAA targeting and screening criteria for new clients.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor’s current SPA, as updated and approved by the Council, and the current DOEA Programs and Services Handbook.

4. Program Eligibility Requirements

a. Provider’s Nutrition Service Operations

The Contractor shall ensure that the nutrition service operations meet the requirements of this contract, as well as any other applicable regulations and policies prescribed by the current DOEA Programs and Services Handbook, DHHS, USDA, DOH and local health departments, DBPR, or any other agency designated to inspect meal quality for the State.

b. Prescribed Nutritional Requirements

The Contractor shall ensure that each meal provided under this contract meets the following criteria:

- i. Complies with the current Dietary Guidelines for Americans, published by the Secretaries of the DHHS and USDA; and
- ii. Provides a minimum of thirty-three and a third percent (33 1/3%) of the dietary reference intakes/adequate intakes for a female age seventy (70) or older as established by the Food and Nutrition Board of the National Academy of Sciences.

c. Food Origin and Commodities Requirements

The Contractor may use NSIP funds to purchase foods of U.S. origin for their nutrition projects under Title III of the OAA. NSIP funds must be used to expand meal services to older adults.

B. Use of Subcontractors

If this contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its agreement with the Subcontractor. If any circumstance occurs that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or the performance of the Subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay. The Contractor shall not permit a Subcontractor to perform services related to this contract without having a binding Subcontractor agreement executed. In accordance with Section 23 of the Master Contract JM020-06-2022, the Council will not be responsible or liable for any obligations or claims resulting from such action.

1. Copies of Subcontracts

The Contractor shall submit copies of all subcontracts to the Council's Program Specialist within thirty (30) days of execution of each subcontract agreement.

2. Monitoring the Performance of Subcontractors

The Contractor shall monitor, at least once per year, each of its subcontractors, sub-recipients, vendors, and/or consultants paid from funds provided under this contract. The Contractor shall perform fiscal, administrative, and programmatic monitoring to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor its subcontractors to ensure that the budget and scope of work are accomplished within the specified time periods, and that all performance goals stated in this contract are achieved.

C. Staffing Requirements**1. Staffing Levels**

The Contractor shall assign staff as needed to perform the tasks, responsibilities, obligations and duties under this contract.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this contract have the qualifications specified in the DOEA Programs and Services Handbook.

The Contractor shall have a representative participate in conference calls and training as required by the Council.

3. Service Times

The Contractor shall ensure the provision of the services listed in the contract during normal business hours unless other times are more appropriate to meet the performance requirements of the contract, and it shall monitor its subcontractors to ensure they are available to provide services during hours responsive to client needs and during those times which best meet the needs of the relevant service

community. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, except on holidays.

4. Changes in Title IIID Service Delivery Locations or Service Times

The Contractor shall provide the Council's Program Specialist with 30 days' notice of any plan temporarily or permanently changing any Title IIID service delivery location or service times. Any changes to the service delivery location or service times must have the approval of the Council's Program Specialist.

5. Use of Volunteers to Expand the Provision of Available Services

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out Federal service programs administered by the Corporation for National and Community Service), in community service settings. The Contractor shall provide a quarterly report of volunteer activities and services in a format provided by the Council.

The Contractor shall involve community centers, faith based-institutions, hospitals, libraries, or community sites in its EBDPHP services coordination efforts. If the program allows lay individuals, to be facilitators, the Contractor shall aim to use volunteers vs. paid staff for EBDPHP services.

D. Deliverables

The following section provides the specific quantifiable units of deliverables and the source documentation required to evidence the completion of the tasks specified in this contract. The Contractor must submit all required documentation in the time and manner specified for the minimum performance levels to be met. Each deliverable must be accepted in writing by the Council's Program Specialist based on the requirements for each deliverable before the Contractor submits an invoice requesting payment.

1. Delivery of Services to Eligible Clients

The Contractor shall ensure the provision of a continuum of services that meets the diverse needs of elders and their caregivers. Documentation of service delivery must include a report consisting of the following: number of clients served, number of service units provided by service, and rate per service unit with calculations that equal the total invoice amount. The Contractor shall ensure the performance and reporting of the following types of services, in accordance with the Contractor's current Council-approved SPA, the current DOEA Programs and Services Handbook, and Section II.A.

a. Supportive Services (IIIB Program)

Supportive services include a variety of community-based and home-delivered services that support older individuals' quality of life by helping them remain independent and productive. Services include the following:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Case Aid/Case Management;
- iv. Chore and Chore (Enhanced);
- v. Companionship;
- vi. Counseling (Gerontological and Mental Health/Screening);
- vii. Education/Training;
- viii. Emergency Alert Response;
- ix. Escort;

- x. Health Support;
 - xi. Home Health Aid;
 - xii. Homemaker;
 - xiii. Housing Improvement;
 - xiv. Interpreter/Translating;
 - xv. Legal Assistance;
 - xvi. Material Aid;
 - xvii. Occupational Therapy;
 - xviii. Outreach;
 - xix. Personal Care;
 - xx. Physical Therapy;
 - xxi. Recreation;
 - xxii. Respite Services (In-Home and Facility Based);
 - xxiii. Screening/Assessment;
 - xxiv. Shopping Assistance;
 - xxv. Skilled Nursing;
 - xxvi. Specialized Medical Equipment, Services, and Supplies;
 - xxvii. Speech Therapy;
 - xxviii. Telephone Reassurance; and
 - xxix. Transportation.
- b. Congregate Nutrition Services (IIC1 Program)**
- Nutrition services are provided in congregate settings and are designed to reduce hunger and food insecurity and to promote socialization and the health and well-being of older individuals through access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Congregate meals;
 - ii. Congregate meals screening;
 - iii. Nutrition education; and nutrition counseling; and
 - iv. Outreach.
- c. Home Delivered Nutrition Services (IIC2 Program)**
- In-home nutrition services are provided to reduce hunger and food insecurity; promote socialization and the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention and health promotion services. Services include the following:
- i. Home delivered meals;
 - ii. Nutrition education and counseling;
 - iii. Outreach; and
 - iv. Screening/Assessment.
- d. Disease Prevention and Health Promotion Services (Title IID Program)**
- Evidence-Based Disease Prevention and Health Promotion (EBDPHP) services have been demonstrated through evaluation to be effective for improving health and wellbeing or reducing disease, disability, and/or injury among older adults. The ACL defines EBDPHP services as meeting highest-level criteria. Only services that meet the highest-level criteria are allowable under the IID Program. EBDPHP services must be delivered per the requirements of the program and ensure program fidelity. EBDPHP services include the following:
- i. A Matter of Balance;
 - ii. Active Living Every Day;
 - iii. Arthritis Foundation Exercise Program;

- iv. Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis);
- v. Arthritis Self-Management Program;
- vi. Brief Intervention & Treatment for Elders (BRITE);
- vii. Chronic Disease Self-Management Program;
- viii. Chronic Pain Self-Management Program;
- ix. Diabetes Empowerment Education Program (DEEP);
- x. Diabetes Self-Management Program;
- xi. Disease Information
- xii. Enhance Fitness;
- xiii. Enhance Wellness;
- xiv. Fit and Strong!;
- xv. Healthy Eating Every Day;
- xvi. Healthy Ideas;
- xvii. Healthy Moves for Aging Well;
- xviii. Home Injury Control;
- xix. HomeMeds;
- xx. Physical Fitness;
- xxi. Powerful Tools for Caregivers;
- xxii. Program to Encourage Active Rewarding Lives for Seniors (PEARLS);
- xxiii. Programa de Manejo Personal de la Artritis;
- xxiv. Programa de Manejo Personal de la Diabetes;
- xxv. Stepping On;
- xxvi. Stay Active and Independent for Life (SAIL);
- xxvii. Tai Chi/Tai Ji Quan Moving for Better Balance (Highest-Level);
- xxviii. Tomando Control de su Salud;
- xxix. Un Asunto de Equilibrio; and
- xxx. Walk with Ease.

The Contractor must request in writing the use of any EBDPHP programs which are not listed in the DOE A Programs and Services Handbook (or Notice of Instruction) to the Council's Program Specialist or designee **prior** to delivering the service. If this supporting documentation is not submitted and approved by the Council, then the Council will not provide reimbursement for services.

e. Caregiver Support Services (IIIE Program)

The following services are intended to provide direct aid to caregivers in the areas of health, nutrition, and financial literacy, and to assist them with decision-making and problem-solving related to their caregiving roles and responsibilities:

- i. Adult Day Care/Adult Day Health Care;
- ii. Caregiver Training/Support;
- iii. Counseling (Gerontological and Mental Health/Screening);
- iv. Education/Training;
- v. Financial Risk Reduction (Assessment and Maintenance);
- vi. Outreach;
- vii. Powerful Tools for Caregivers;
- viii. Respite Services (In-Home and Facility Based);
- ix. Screening/Assessment; and
- x. Transportation.

f. Caregiver Support Supplemental Services (IIIES Program)

The following services are provided to complement the care provided by caregivers:

- i. Chore and Chore (Enhanced);
 - ii. Housing Improvement;
 - iii. Legal Assistance;
 - iv. Material Aid; and
 - v. Specialized Medical Equipment, Services and Supplies.
- g. Caregiver Support Grandparent Services (IIIIEG Program)**
 Services for grandparents or older individuals who are relative caregivers that are designed to help them meet their caregiving obligations include the following:
- i. Caregiver Training/Support;
 - ii. Child Day Care;
 - iii. Counseling (Gerontological and Mental Health/Screening);
 - iv. Education/Training;
 - v. Legal Assistance;
 - vi. Outreach;
 - vii. Screening/Assessment;
 - viii. Sitter; and
 - ix. Transportation.

2. Provision of Services

The Contractor shall ensure the provision of services outlined in this Contract in accordance with the DOEA Programs and Services Handbook, the Contractor's current Council-approved SPA, and the tasks described in Section II.A. of this Contract.

The Contractor shall ensure the provision of the services described in this contract are in accordance with the current.

3. Service Unit

The Contractor shall ensure the provision of the services described in this contract in accordance with the current DOEA Programs and Services Handbook at the unit rate specified in Attachment IV, Budget Summary, and the services tasks described in Section II.A., Contractor's performance will be measured on compliance with the DOEA Programs and Services Handbook and program guidelines.

The chart below lists the services allowed and the units of measurement. Units of services will be paid pursuant to the rate established in the 2022 SPA requested and approved by the Council

Service		Unit of Service
Adult Day Care	Legal Assistance	Hour
Caregiver Training/Support	Mental Health Counseling/Screening	
Case Aid/Case Management	Nutrition Counseling	
Child Day Care	Occupational Therapy	
Chore Services	Personal Care	
Companionship	Physical Fitness	
Congregate Meals Screening	Physical Therapy	
Counseling Services	Program to Encourage Active, Rewarding Lives for Seniors (PEARLS)	
Enhance Fitness	Recreation	
Enhance Wellness		
Financial Risk Reduction Services		

Service		Unit of Service
Health Support Home Health Aide HomeMeds Homemaker Housing Improvement Interpreter/Translating	Respite Services Screening/Assessment Sitter Skilled Nursing Services Speech Therapy Stay Active and Independent for Life	
Emergency Alert Response		Day
A Matter of Balance Active Living Every Day Arthritis Foundation Exercise Program Arthritis Foundation Tai Chi Program (Tai Chi for Arthritis) Arthritis Self-Management Program Brief Intervention & Treatment for Elders (BRITE) Chronic Disease Self-Management Program Chronic Pain Self-Management Diabetes Empowerment Educations Program (DEEP) Education/Training Fit and Strong! Healthy Easting Every Day Healthy Eating for Successful Living in Older Adults	Healthy Ideas Material Aid Nutrition Education Outreach Powerful Tools for Caregivers Program de Manejo Personal de la Artritis Programa de Manejo Personal de la Diabetes Specialized Medical Equipment, Services and Supplies Stepping On Tai Chi Moving for Better Balance Telephone Reassurance Tomando Control de su Salud Un Asunto de Equilibrio Walk with Ease	Episode
Escort Shopping Assistance Transportation		One-Way Trip
Congregate and Home Delivered Meals		Meal

Each unit of service has a unit cost. The analysis of the costs and rates is an ongoing process and is subject to change based on further analysis. A written request is required by the Contractor for any unit cost changes. The following supporting documentation is necessary for this request:

- a. SPA Update; and
- b. Justification for unit cost changes and/or units of service changes.

4. Grievance and Complaint Procedures

a. Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guidelines for Recipient Grievance Procedures, Appendix D, DOEA Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

b. Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, and all other issues except the termination, suspension, or reduction of services, which shall be addressed through the grievance process as described in Appendix D of the DOEA Programs and Services Handbook. Complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature, and disposition of each complaint.

c. Legal Provider Grievance Procedures

The Contractor must have an internal grievance procedure that addresses both denial of service and complaints by clients about manner or quality of legal assistance. Grievance procedures that comport with the requirements of the Legal Services Corporation as provided in 45 Code of Federal Regulation (CFR) Part 1621 are sufficient to meet this standard. At a minimum, the procedure must provide applicants with:

- i. Adequate notice of the grievance procedures;
- ii. Information on how to file a grievance or complaint, and
- iii. Prompt consideration of each complaint by the Executive Director or the Executive Director's designee.

The Council may not serve in an appellate capacity or otherwise interfere in the grievance review process for legal providers. However, the Council may request that legal providers maintain a file of complaints and statements of disposition of complaints, with redacted client identifying information, for examination by the Contractor during monitoring.

E. Reports

The Contractor shall respond to additional, routine, or special requests for information and reports required by the Council in a timely manner as determined by the Council's Program Specialist. The Contractor shall establish reporting deadlines and due dates for subcontractors that permit the Contractor to review and validate the data and meet the Council's reporting requirements.

1. CIRTS Reports

- a. Contractor shall input OAA-specific data into CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS-generated reports which include the following:
 - i. Client Reports;
 - ii. Monitoring Reports;
 - iii. Services Reports;
 - iv. Miscellaneous Reports;
 - v. Aging Resource Center Reports;
 - vi. Fiscal Reports; and
 - vii. Outcome Measurement Reports.

2. SPA Update and All Revisions Thereto

The Contractor shall submit, for approval by the Council, a SPA update, wherein the Contractor enters OAA-specific data in CIRTS.

3. Service Cost Reports

The Contractor is required to submit semi-annual and annual service cost reports that reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The first semi-annual report encompassing the six (6) months ending 06/30/2022 is due on August 19, 2022. The second semi-annual report encompassing the twelve (12) months ending 12/31/2022 is due on February 17, 2023.

4. Surplus/Deficit Report

The Contractor shall submit a Surplus/Deficit Report to the Council's Program Specialist by the 5th of each month, in a format provided by the Council. This Surplus/Deficit Report is for all agreements and/or contracts between the Contractor and the Council and must include the following:

- a. A list of all services and their status regarding surplus/deficit;
- b. The Contractor's detailed plan on how the surplus/deficit spending which exceeds the threshold of plus or minus one percent (+/- 1%) will be resolved;
- c. Recommendations to transfer funds to resolve surplus/deficit spending; and
- d. Input from the Contractor's Board of Directors on resolution of spending issues, if applicable.

5. Evidence-Based Disease Prevention and Health Promotion Programmatic Reports

The Contractor shall submit Monthly Programmatic Reports for EBDPHP services on the dates specified in Section E.5.a. of this Contract. The Council's Program Specialist will provide Contractor with an Excel report template with entry tabs for: Health and Wellness Courses/Services offered including Attestations (cumulative), Partnerships (updated as needed), and Success Stories (reported at least once each May).

- a. Information provided in the Monthly Programmatic Report must match CIRTIS data and the Request for Payment. Data collected for the Monthly Programmatic Reports need to be reported during the appropriate months and subject to the following schedule:

<u>Report #</u>	<u>Reports Due Date</u>	<u>Report #</u>	<u>Reports Due Date</u>
Report 1	February 8, 2022	Report 7	August 5, 2022
Report 2	March 8, 2022	Report 8	September 7, 2022
Report 3	April 7, 2022	Report 9	October 7, 2022
Report 4	May 6, 2022	Report 10	November 7, 2022
Report 5	June 7, 2022	Report 11	December 7, 2022
Report 6	July 8, 2022	Report 12	January 9, 2023

- b. The Contractor shall review program documentation to ensure documentation is complete and adequately supports the information reported on the Monthly Programmatic Report prior to submitting a Request for Payment. The Contractor will attest to the review in the "Comments" section of the Monthly Programmatic Report and provide relevant information regarding the documentation as needed.
- c. Program documentation shall include all the following elements: Sign-In Sheets or Attendance Logs; flyers or documentation demonstrating efforts to recruit participants and promote EBDPHP services provided; current facilitator certificates; copy of program license (if applicable); and any forms required by the specific program.
- d. Contractor shall ensure that Sign-In Sheets or Attendance Logs accurately reflect dates, times, names of programs, participant names, and name(s) of program facilitator(s). If the Attendance Log does not include a space for participant signatures, additional program documentation must be included with participant signatures that match the participant names and dates in the Attendance Log. Exceptions may be approved by the Council's Program Specialist. Requests must be made to the Council in writing and kept with program documentation.
- e. Participants **must** sign their name on program Sign-in Sheets or Attendance Logs. If a participant is unable to sign their name, the instructor may sign by proxy for the participant (including their own initials and date) with a note on the Sign-In Sheet explaining the need for the proxy.
- f. The Contractor shall abide by all program fidelity requirements and have a written fidelity monitoring plan, which includes observation of volunteer/trainer's delivery of EBDPHP services

as well as observation of delivery of EBDPHP services by the Council's Program Specialist. A note will be included in the Monthly Programmatic Report, in the comments section, when a program has been observed. Documentation pertaining to the observation will be sent to the Council with Monthly Programmatic Report.

- g. CDSME Workshop data must be entered into the NCOA Force database.
- h. The Contractor shall contact the Council's Program Specialist in the event of an emergency or an exigent circumstance where the provider is unable to maintain an aspect of fidelity of the EBDPHP services (e.g., minimum or maximum number of participants) before the end of the workshop. At the discretion of the Council's Program Specialist, the service may be reimbursed under this contract; however, if the fidelity infraction is discovered after the program has finished, during the Request for Payment Process, or as a result of a desk review, the Contractor shall not be reimbursed for the workshop or shall reimburse the Council for the cost of the workshop.
- i. The Contractor shall collaborate and partner with organizations to extend the reach of EBDPHP services. Partnerships and collaborations may be developed with Florida Department of Health, the Florida Department of Children and Families, USDA's Nutrition Program, insurance companies, Centers for Disease Control and Prevention, Area Health Education Centers, local health councils, public and private universities, federally qualified health clinics, county health departments, and Florida's Age-Friendly Communities. Partnerships shall be designed to stimulate innovation of new approaches and activities in EBDPHP services, develop greater capacity, and leverage other funding sources. Partnerships shall also address building and sustaining an infrastructure for the dissemination of EBDPHP services. This includes, but is not limited to, recruitment of trainers and participants, covering costs for licenses, and replicating program fidelity.
- j. The Contractor shall document, and provide to the Council upon request, evidence of partnerships created formally (through Memoranda of Agreement/Understanding) or informally through emails and phone calls. The Contractor will be required to keep track of partnerships in the Monthly Programmatic Report. Each month the Contractor shall review this information and provide updates to the Council as necessary.

6. Quarterly Volunteer Activity Report

The Contractor shall submit a quarterly report of volunteer activities and services in a format provided by the Council. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 8, 2022
April 1- June 30	July 8, 2022
July 1- September 30	October 7, 2022
October 1 - December 31	January 9, 2023

7. Program Highlight Narratives

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOE's Summary of Programs and Services, which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role.

The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

F. Contractor Outreach Reporting Requirement

The Contractor shall document its performance of outreach activities for the entire catchment area as specified in your Request for Proposal Bid Packet, by establishing a uniform reporting format that includes the following: number and type of provider events or activities; date and location; total number of participants at each event or activity; individual service needs identified; and referral sources or information provided. The Contractor shall provide a report on outreach activities quarterly. The quarterly report schedule is as follows:

<u>Report Period</u>	<u>Report Due Date</u>
January 1 - March 31	April 8, 2022
April 1- June 30	July 8, 2022
July 1- September 30	October 7, 2022
October 1 - December 31	January 9, 2023

G. Records and Documentation

1. The Contractor agrees to make available to Council staff and any party designated by the Council all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any system designated by the DOEA and the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards. Data must be usable and must be maintained in a format that is readable to the Council.
2. Each Contractor and subcontractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources shall be as stringent as the protection required of the primary resources. It is recommended that a copy of the backed up data be stored in a secure, offsite location.
3. **CIRTS Data and Maintenance**
The Contractor shall ensure monthly collection and maintenance of client and service information on a monthly basis from the CIRTS or any other system designated by the Council. Maintenance includes ensuring that all data is accurate and current and performing valid exports and backups of all data and systems according to Council standards.
4. **Policies and Procedures for Records and Documentation**
The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement of its subcontractors. These policies and procedures shall be made available to the Council upon request.
5. **CIRTS Address Validation**
The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor

will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

H. Performance Specifications

1. Outcomes and Outputs (Performance Measures)

At a minimum, the Contractor shall:

- a. Ensure the provision of the services described in this contract are in accordance with the DOE A Programs and Services Handbook, the Contractor's current Council-approved SPA, and Section II.A.
- b. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.E.
- c. Timely and accurately submit to the Council all documentation and reports described in Attachment I, Section II.G.
- d. Develop and document strategies in the SPA to support the Council's standard of performance achievement, including increases in the following:
 - i. Percentage of most frail elders who remain at home or in the community instead of going into a nursing home;
 - ii. Percentage of APS referrals who need immediate services to prevent further harm who are served within seventy-two (72) hours;
 - iii. Average monthly savings per consumer for home and community-based care versus nursing home care for comparable client groups;
 - iv. Percentage of active clients eating two or more meals per day;
 - v. Percentage of new service recipients whose ADL assessment score has been maintained or improved;
 - vi. Percentage of new service recipients whose IADL assessment score has been maintained or improved;
 - vii. Percentage of caregivers who, after service intervention, self-report being very confident about their ability to continue to provide care; and
 - viii. Percentage of customers who are at imminent risk of nursing home placement who are served with community-based services.
2. The Contractor's performance of the measures in H.1., above, will be reviewed and documented in the Council's Annual Monitoring Reports.

3. Monitoring and Evaluation Methodology

The Council will review and evaluate the performance of the Contractor under the terms of this contract. Monitoring shall be conducted through direct contact with the Contractor via telephone, in writing, or an on-site visit. The primary, secondary, or signatory of the contract must be available for any on-site programmatic monitoring visit. The Council reserves the right to conduct an on-site visit unannounced by persons duly authorized by the Council. The Council's determination of acceptable performance shall be conclusive.

The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled, and follow-up on-site visits;
- c. Client visits;

- d. Review of independent auditor's reports;
 - e. Review of third-party documents and/or evaluation;
 - f. Review of progress reports;
 - g. Review of customer satisfaction surveys;
 - h. Agreed-upon procedures review by an external auditor or consultant;
 - i. Limited-scope reviews; and
 - j. Other procedures as deemed necessary by the Council.
4. Desk reviews shall be conducted for each evidence-based program within one week of the completion of the unit. All supporting documentation (i.e., Sign in sheets, program license, trainer certificates, etc.) are required to be submitted to the Council's Program Specialist within one week following the completion of each unit.
 5. The Council shall conduct at least one onsite technical assistance visit per year. During this technical assistance visit, the Contractor will arrange for observation of the delivery of service provided to seniors in the local community. The technical assistance visit will consist of training and open discussions necessary to assist with understanding and comply with the contract.

I. Contractor Responsibilities

1. Contractor Unique Activities

All tasks listed above in Section II. are solely and exclusively the responsibility of the Contractor and are tasks for which, by execution of this contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this contract, the failure of other providers or entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this contract.

J. Council Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this contract. The Council's support and assistance, or lack thereof, shall not relieve the Contractor from full performance of contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks performed by the Contractor and the approaches used by the Contractor to perform those tasks. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of the contract are subject to mutual agreement.

III. METHOD OF PAYMENT

A. Payment Method Used

The method of payment for this Contract includes advances and a fixed rate for services. The Contractor shall ensure fixed rates for services include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. The Contractor shall consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment and shall submit to the Council on forms 106 and 105, Attachment VI.

B. Unit of Service**1. Fixed Fee/Unit Rate**

Contractor must meet the minimum level of performance stated in the contract to receive payment. Payments for Fixed Fee/Unit Rates shall not exceed amounts established in Attachment IV, Budget Summary.

2. Cost Reimbursement

Payment shall only be authorized for allowable expenditures, per the limits specified in Attachment IV, Budget Summary. All cost reimbursement Requests for Payment must include the actual Receipts and Expenditure Reports, beginning with the first month of the contract. The Contractor must meet the minimum level of performance stated in the contract to receive payment.

The Contractor agrees to distribute funds as detailed in the Service Provider Application and the Budget Summary, Attachment IV. The Contractor may request a budget revision by submitting a written request to the Council's Program Specialist. Upon approval, the Council's Finance Director will issue a budget revision letter. Any changes in the amount of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

C. Advance Payments

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administration, outreach, and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the DOEA by the State of Florida (budget release). The Contractor's requests for advance payments require the written approval of the Council's Program Specialist.

1. For the first month's advance request, the Contractor shall provide the Council's Program Specialist documentation justifying the need for an advance and describing how the funds will be distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. If sufficient budget is available, and the Council's Program Specialist, in his or her sole discretion, has determined that there is a justified need for an advance, the Council will issue approved advance payments after January 1st of the contract year.
2. All advance payments retained by the Contractor must be fully expended no later than March 31, 2022. Any portion of advanced payments not expended must be recouped on the Request for Payment, report number 5, due to the Council on April 7, 2022, in accordance with the Invoice Schedule, Attachment III.
3. All advance payments made to the Contractor shall be reimbursed to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number one (3), in accordance with the Invoice Schedule of the advance payment received shall be reported as an advance recoupment on each Request for Payment, starting with report number 5, in accordance with the Invoice Schedule, Attachment III.
4. Contractor may temporarily place advanced funds in an FDIC insured interest-bearing account. All interest earned on advanced funds must be returned to the Council within twenty (20) days of the end of each quarter of the contract period.

D. Invoice Submittal and Requests for Payment

All requests for payment and expenditure reports submitted to support requests for payment shall be on forms 105 and 106, Attachment VI. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

1. All payment requests for Title IIID, Evidence-Based Disease Prevention and Health Promotion services, shall be based on the submission of the Monthly Programmatic Report to the Council's Program Specialist. If the Payment and Receipts and Expenditure Report does not equal the amount of units reported on the Monthly Programmatic Report, the Request for Payment will be placed on HOLD until the reports are corrected or proper justification is provided. The Monthly Programmatic Report needs to be submitted electronically to the Council's Program Specialist or designee, prior to the Request for Payment but not later than the Request for Payment arrival.
2. The Contractor shall include with its request for payment documentation of services provided, the units of services provided, and the rates for the services provided in conformance with the requirements as described in this Attachment I and Attachment IV, Budget Summary. Each deliverable must be received and accepted by the Council before payment is made.
3. The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation shall be provided upon request to the Council or the DOE.
4. Any payment due by the Council under the terms of this contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 26 of the Master Contract JM020-06-2022.

E. Documentation for Payment

The Contractor shall maintain documentation to support payment requests that shall be available to the Council or authorized individuals.

1. The Contractor will enter all required data per the CIRTIS Policy Guidelines for clients and services in the CIRTIS database. The data must be entered into the CIRTIS before the Contractor can submit their request for payment and expenditure reports to the Council. The Contractor shall establish time frames to assure compliance with due dates for the requests for payment and expenditure reports to the Council.
2. The Contractor will run monthly CIRTIS reports and verify client and service data in the CIRTIS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council. All payment requests shall be based on the submission of actual monthly expenditure reports beginning with the first month of the contract. The schedule for submission of advance requests (when available) and invoices is Attachment III, Invoice Report Schedule, to this Contract. Payment may be authorized only for allowable expenditures, which are in accordance with the limits specified in Attachment IV, Budget Summary.
3. Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Section 26 of the Master Contract JM020-06-2022.
4. Contractor shall ensure compliance with evidence-based programs. Should the Contractor not comply with the research design of the program, reimbursement for services will be at the sole discretion of the Council.

F. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to contract funds based on expenditures for services provided through December 31, 2022, must be submitted to the Council's Program Specialist and Finance Director, no later than December 31, 2022.

G. Date for Final Request for Payment

The final request for payment will be due to the Council no later than January 16, 2023.

H. Contractor's Financial Obligations**1. Matching, Level of Effort, and Earmarking Requirements**

The Contractor's match will be made in the form of local cash and/or in-kind resources. Recipients of Older Americans Act services are required to provide at least 10% percent of the funding needed to deliver the services. The match required in this Contract between the Council and the Contractor may include funds raised by the Council to help defray the Contractor's obligation to produce this match. Such match assistance, if any, are separately identified in Section 4 of this Contract, Contract Amount. The match must be reported by title each month. At the end of the contract period, all OAA funds must be properly matched. Match for Title IIID, Evidence-Based Disease Prevention and Health Promotion services is not required, but optional at the discretion of the Council.

2. Consumer Contributions

Consumer contributions are to be used under the following terms:

- a. The Contractor assures compliance with Section 315 of the OAA, as amended in 2016, regarding consumer contributions;
- b. Voluntary contributions are not to be used for cost sharing or matching;
- c. Voluntary contributions are to be used only to expand services; and
- d. Accumulated voluntary contributions are to be used prior to requesting federal reimbursement.

3. Use of Service Dollars and Management of the Assessed Priority Consumer List

The Contractor is expected to spend all federal, state, and other funds provided by the Council for the purpose specified in the contract. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other Agencies during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

4. Title III Funds

The Contractor assures compliance with Section 306 of the OAA, as amended in 2016, and will not use funds received under Title III to pay any part of a cost (including an administrative cost) incurred by the Contractor to maintain a contractual or commercial relationship that is not carried out to implement Title III.

I. Remedies for Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely, and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods (including home delivered meals) and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the request for payment form certifies maintenance of supporting

documentation and acknowledgment that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

J. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in Section II.D. are performed pursuant to contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract, the Contractor will have ten (10) days to submit a CAP to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a financial consequence for noncompliance on the Contractor as referenced in Attachment I, Section III.K. of this Contract for each deficiency identified in the CAP, which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract from the payment for the invoice of the following month.
4. If the Contractor fails to timely submit a CAP the Council shall deduct the percentage established in Attachment I, Section III.K. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.
5. If, or to the extent, there is any conflict between Attachment I, Section III.K., and Section 39. of the Master Contract JM020-06-2022, Section III.K. shall have precedence

K. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in Attachment I, Section 2.1 of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in Attachment I, Section II. of this Contract.
2. Failure to comply with established assessment and prioritization criteria, as evidenced by the CIRT reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
3. Failure to perform management and oversight of Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in Attachment I, Section III.K.
4. Failure to timely submit a CAP within 10 business days after notification of a deficiency by the Council Program Specialist will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed

in accordance with the Council approved CAP, referenced in Attachment I, Section III.K.

5. Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in Attachment I, Section II of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin on the 11th business day following the Council's notification that it has failed to correctly, completely, adequately perform contract deliverables identified in this Contract.

END OF ATTACHMENT I

ATTACHMENT II**FUNDING SUMMARY**

Note: Title 2 CFR & 2 CFR Part 200, as revised, and Section 215.971, F.S. require that the information about Federal Programs and State Projects included in Attachment I of the Master Contract JM020-06-2022 be provided to the recipient. Information contained herein is a prediction of funding sources and related amounts based on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA#	Fund Amounts
Title IIIB Support Services	2022	U.S. Dept. of Health and Human Services	93.044	\$169,456.71
Title IIIB Council Match	2022		N/A	\$15,464.00
Title IIIE Support Services	2022	U.S. Dept. of Health and Human Services	93.052	\$5,000.00
Title IIIE Council Match	2022		N/A	\$556.00
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				\$190,476.71

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133, As amended – Audits of States, Local Governments, and Non-Profit Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			

MATCHING RESOURCES FOR FEDERAL PROGRAMS

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
TOTAL AWARD			\$

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97, F.S., Chapter 69I-5, FL Admin Code, Reference Guide for State Expenditures, Other fiscal requirements set forth in program laws, rules and regulations.

ATTACHMENT III

**OLDER AMERICANS ACT PROGRAM
INVOICE REPORT SCHEDULE**

Report #	Based On	Due Date
A1	January Advance*	January 04, 2022
A2	February Advance*	January 04, 2022
1	January Expenditure Report	February 07, 2022
2	February Expenditure Report	March 07, 2022
3	March Expenditure Report	April 07, 2022
4	April Expenditure Report	May 06, 2022
5	May Expenditure Report	June 07, 2022
6	June Expenditure Report	July 08, 2022
7	July Expenditure Report	August 05, 2022
8	August Expenditure Report	September 07, 2022
9	September Expenditure Report	October 07, 2022
10	October Expenditure Report	November 07, 2022
11	November Expenditure Report	December 07, 2022
12	December Expenditure Report	January 09, 2023
13	Final Expenditure and Closeout Report	January 16, 2023

Legend: * Advance based on projected cash need.

Note # 1: Report #1 and #2 for Advances cannot be submitted to the Department of Financial Services (DFS) prior to January 4 or until this Contract with the Council has been executed and a copy sent to DFS. Actual submission of the vouchers to DFS is dependent on the accuracy of the expenditure report.

Note # 2: Report numbers 1 through 10 will reflect an adjustment of one-tenth (1/10) of the total advance amount, on each of the reports respectively, repaying advances on this Contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If the final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month may be processed the following month.

ATTACHMENT IV

**OLDER AMERICANS ACT
BUDGET SUMMARY**

A detailed Budget Summary will be provided once the review of the SPA is completed.

ATTACHMENT V**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS****CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County Broward	AAA/Contractor
227 NW 2nd Street	Completed By	
Deerfield Beach, FL 33441	Date	Phone 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain. NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is the staff representative of the population? NA YES NO
☐ ☐ ☐
If NA or NO, explain.

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population? If NA or NO, explain. NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin, or disability? If NA or NO, explain. NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants, and participants informed of their protection against discrimination?
If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or
employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?
If NA or NO, explain. NA YES NO
☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to
make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution
of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees, and participants of
nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure the accessibility of services to hearing and sight
impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE		
Reviewed By		In Compliance: YES NO*
Program Office		*Notice of Corrective Action Sent ____/____/____
Date	Telephone	Response Due ____/____/____
On-Site	Desk Review	Response Received ____/____/____

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race, sex, disability, and over the age of 40. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, disability, and over the age of 40. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex, disability, and over the age of 40. Include the date that enrollment was counted.
 - a. Where there is a significant variation between the race, sex, or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons.
5. Enter the total number of advisory board members and their percent by race, sex, disability, and over the age of 40. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR Part 80. This is usually a standard part of the contract language for DOE A Recipients and their Sub-grantees. 45 CFR § 80.4(a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment. 45 CFR § 80.3(a) and 45 CFR § 80.1.
9. Participants or clients must be provided services such as medical, nursing, and dental care, laboratory services, physical and recreational therapies, counseling, and social services without regard to race, sex, color, national origin, religion, age, or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients. 45 CFR § 80.3(b).
10. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability. 45 CFR § 80.3(a).
11. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services. 45 CFR § 80.3(a).
12. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. 45 CFR § 80.6(d). This should include information on their right to file a complaint of discrimination with either the Department or the U.S. Department of Health and Human Services. The information may be supplied verbally or in writing to every individual or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility.

13. Report number of discrimination complaints filed against the program/facility. Indicate the basis (e.g. race, color, creed, sex, age, national origin, disability, and/or retaliation) and the issues involved (e.g. services or employment, placement, termination, etc.). Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status of the complaint (e.g. settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.).
14. The program/facility must be physically accessible to mobility, hearing, and sight-impaired individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps, and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, and information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
15. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self- evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. Evaluate, with the assistance of disabled individual(s)/organization(s), current policies and practices that do not or may not comply with Section 504;
 - b. Modify policies and practices that do not meet Section 504 requirements;
 - c. Take remedial steps to eliminate the effects of any discrimination that resulted from adherence to these policies and practices; and
 - d. Maintain self-evaluation on file, including a list of the interested persons consulted, a description of areas examined, and any problems identified, and a description of any modifications made and of any remedial steps taken 45 CFR § 84.6. (This checklist may be used to satisfy this requirement if these four steps have been followed).
16. Programs or facilities that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by Part 84 of Title 45, CFR 45 CFR § 84.7(b).
17. Programs or facilities that employ 15 or more persons shall designate at least one person to coordinate its efforts to comply with Part 84 of Title 45, CFR. 45 CFR § 84.7(a).
18. Programs or facilities that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that the program/facility does not discriminate on the basis of handicap in violation of Section 504 and Part 84 of Title 45, CFR. Methods of initial and continuing notification may include the posting of notices, publication in newspapers and magazines, placement of notices in publications of the programs or facilities, and distribution of memoranda or other written communications. 45 CFR § 84.8(a).
19. Programs or facilities that employ 15 or more persons shall provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary to afford such persons an equal opportunity to benefit from the service in question. Auxiliary aids may include, but are not limited to, brailled and taped materials, interpreters, and other aids for persons with impaired hearing or vision. 45 CFR § 84.52(d).
20. Programs or facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246, 41 CFR Part 60 and Title VI of the Civil Rights Act of 1964, as amended.

ATTACHMENT VI

CONTRACT #:
PROV YYYYRECEIPTS AND UNIT COST REPORT
Program

PROVIDER NAME, ADDRESS, PHONE # and FEID#		FUNDING SOURCE:		THIS REPORT PERIOD	
PROVIDER ADDRESS ADDRESS Tel: Fax: FEID #:				Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA #: 10	
CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further, I certify that the attached monthly and YTD service units /undup clients' report is correct.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20					
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for third report	C. Total Receipts Year to Date	D. % of Approved Budget
1. Federal Funds					
2. State Funds					
3. Program Income					
4. Local Cash Match					
5. SUBTOTAL: CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
6. Local In-Kind match					
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!
PART b: UNIT COST REPORT					
(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREVIOUSLY EARNED
FIXED SERVICES					
SERVICE	\$0.00	0.00	\$18.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$22.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$33.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$44.00	\$0.00	\$0.00
SERVICE	\$0.00	0.00	\$55.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
	\$0.00			\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME					
A. Total - Current Month		B. Total - Year To Date			
1.CONTRIBUTIONS: (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00			
2.CLIENT CO-PAY ASSESSED		\$0.00			
3.CLIENT CO-PAY COLLECTIONS		\$0.00			
4.INTEREST (NET AMOUNT NOT RETURNED)		\$0.00			
5.MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00			

YTD Units
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00
0.00

PROV YYYY

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM

FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROV ADDRESS ADDRESS Tel: Fax: FEID #:		TYPE OF REPORT: A. PAYMENT REQUEST: Regular X Supplemental B. METHOD OF PAYMENT: Advance Reimbursement X		THIS REQUEST PERIOD: Period CONTRACT PERIOD: CONTRACT #: REPORT #1 PSA # 10	
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By: _____ Date: _____ Approved By: _____ Date: 20					
PART A: CONTRACT FUNDS SUMMARY	SERVICE	SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:					
1. Cash Advances (1st-2nd Months)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period (= to PSA #10 Form 105Z Part B, Column E)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	\$0.00
3. Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	SVC CODE	SVC CODE	SVC CODE	SVC CODE	
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Hereby Requested (Part B Line 3 minus Part C line 1) Not to exceed Part A Line 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED Advance Remaining					

PSA #10 FORM 106C, Dated July 97

BATCH #: _____

DESC: PROV PROG MM/YYYY

VENDOR ID: P-PROV

ACCOUNT #: 20.20.10.JXXXXX00.XXXX.XXX

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

ATTACHMENT VII

[Enter agency Logos]
[Enter Name of Organization]
Health & Wellness Program (OA3D)
[Enter PSA Number]
Sign-in-Sheet

Date: _____ **Start Time:** _____ **End Time:** _____

Location Name (ie. Senior Center): _____

Address (include City, State, Zip Code): _____

Phone #: _____ **Funded by:** _____

Topic: _____ **# of Seniors:** _____

Name & Title of Presenter: _____

#	Printed Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

[Name of organization]

[Enter address]

[enter city, state, zip code]

[enter phone number and fax number]

[enter web address]

ATTACHMENT VIII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

MASTER CONTRACT

THIS MASTER CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the “Council,” and **City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging** hereinafter referred to as the “Contractor”, who are collectively referred to as the “Parties.” The term Contractor for this purpose may designate a vendor, subgrantee or subrecipient, the status to be further identified in ATTACHMENT I, Exhibit-1 as necessary.

1. Purpose of Contract

The purpose of this Master Contract is to set the general terms and conditions applicable to the contracts or agreements between the Contractor and the Council for the provision of the services specified in each one of those contracts or agreements incorporating this Master Contract by reference with all its attachments and exhibits, which shall constitute in each case the entire contract document.

1.1 State of Florida, Department of Elder Affairs’ Mission Statement

To foster an environment that promotes well-being for Florida’s elders and enables them to remain in their homes and communities. The State of Florida, Department of Elder Affairs’ vision is of all Floridians aging with dignity, purpose, and independence. Area agencies, lead agencies and local service providers, as partners and stakeholders in Florida’s aging services network, are expected to support the State of Florida, Department of Elder Affairs’ mission, vision, and program priorities.

1.2 Areawide Council on Aging of Broward County, Inc.’s Mission Statement

To plan, coordinate, monitor, evaluate and fund various groups, agencies, organizations and projects relating to the elderly in Broward County, Florida; to plan, plan for, promote, provide for and provide services and activities for elderly people in Broward County, Florida; to encourage participation and involvement of volunteers, professionals, and all other persons interested in the welfare and well-being of the elderly in Broward County, Florida.

2. Incorporation of Documents within the Contract

All contracts or agreements including attachments, proposal(s), solicitation(s), service provider application(s), grant agreements, relevant to the State of Florida, Department of Elder Affairs’ handbooks, manuals or desk books executed between the Contractor and the Council shall incorporate this Master Contract by reference and be subject to the conditions set forth in this Master Contract for the duration of the contract period(s). Any and all contracts or agreements executed between the Contractor and the Council during the effective period of this Master Contract will incorporate this Master Contract by reference and shall be governed in accordance with the applicable laws, statutes, and other conditions set forth in this Master Contract.

3. Term of Contract

This Master Contract shall begin on January 1, 2020, or on the date on which the Contract has been signed by the last party required to sign it, whichever is later. It will end at midnight, Eastern Standard Time on December 31, 2022.

4. Compliance with Federal Law

- 4.1** If any contract or agreement incorporating this Master Contract by reference contains federal funds this section shall apply:
- 4.1.1** The Contractor shall comply with the provisions of 45 Code of Federal Regulations (CFR) Part 75 and/or 45 CFR Part 92, 2 CFR Part 200 and other applicable regulations.
- 4.1.2** If the contract or agreement incorporating this Master Contract by reference contains federal funds and is over \$100,000.00, the Contractor shall comply with all applicable standards, orders, or regulations issued under Section 306 of the Clean Air Act as amended (42 United States Code U.S.C. 7401 et seq.), Section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended, and where applicable Environmental Protection Agency regulations 2 CFR Part 1500. The Contractor shall report any violations of the above to the Council.
- 4.1.3** The Contractor, or agent acting for the Contractor, may not use any federal funds received in connection with any contract or agreement incorporating this Master Contract by reference to influence legislation or appropriations pending before the Congress or any State Legislature. The Contractor must, prior to contract execution, complete the Certification Regarding Lobbying included in ATTACHMENT II, Certifications and Assurances.
- 4.1.4** In accordance with Appendix II to 2 CFR Part 200, the Contractor shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR Part 60 and 45 CFR Part 92, if applicable.
- 4.1.5** A contract or agreement award with an amount expected to equal or exceed \$25,000.00 and certain other contract or agreement awards will not be made to parties listed on the government-wide Excluded Parties List System, in accordance with the Office of Management and Budget (OMB) guidelines at 2 CFR Part 180 that implement Executive Orders 12549 and 12689, "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall comply with these provisions before doing business or entering into subcontracts receiving federal funds pursuant to any contract or agreement incorporating this Master Contract by reference. The Contractor shall complete and sign the Debarment and Suspension Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
- 4.2** The Contractor shall not employ an unauthorized alien. The Council will consider the employment of unauthorized aliens a violation of the Immigration and Nationality Act (8 U.S.C. 1324a) and the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101). Such violation will be cause for unilateral cancellation of this Master Contract and any contract or agreement incorporating this Master Contract by reference by the Council.
- 4.3** If the Contractor is a non-profit provider and is subject to Internal Revenue Service (IRS) tax exempt organization reporting requirements (filing a Form 990 or Form 990-N) and has its tax exempt status revoked for failing to comply with the filing requirements of the Pension Protection Act of 2006 or for any other reason, the Contractor must notify the Council in writing within thirty (30) days of receiving the IRS notice of revocation.

- 4.4 The Contractor shall comply with Title 2 CFR Part 175 regarding Trafficking in Persons.
- 4.5 Unless exempt under 2 CFR Part 170.110(b), the Contractor shall comply with the reporting requirements of the Transparency Act as expressed in 2 CFR Part 170.
- 4.6 To comply with Presidential Executive Order 12989 and State of Florida Executive Order Number 11-116, Contractor agrees to utilize the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract or agreement term. The Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-verify system to verify employment eligibility of all new employees hired by the subcontractor during any contract or agreement term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision. The Contractor shall complete and sign the Verification of Employment Certification included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

5. Compliance with State Law

- 5.1 This Master Contract and any contract or agreement incorporating this Master Contract by reference is executed and entered into with the Council, with the pass through funding from the State of Florida, Department of Elder Affairs, and shall be construed, performed and enforced in all respects in accordance with the Florida law, including Florida provisions for conflict of laws.
- 5.2 The Contractor shall comply with requirements of Section 287.058, F.S. as amended.
 - 5.2.1 The Contractor shall provide units of deliverables, including various client services, and in some instances may include reports, findings, and drafts, as specified in this Master Contract and any contract or agreement incorporating this Master Contract by reference, which the Council's Contract Manager must receive and accept in writing prior to payment. Expenditures pursuant to any contract or agreement incorporating this Master Contract by reference, must be in compliance with Section 215.97, F.S. and Section 215.971, F.S. and laws, rules, and regulations, including, but not limited to, the Reference Guide for State Expenditures.
 - 5.2.2 The Contractor shall submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit.
 - 5.2.3 If itemized payment for travel expenses is permitted in any contract or agreement incorporating this Master Contract by reference, the Contractor shall submit bills for any travel expenses in accordance with Section 112.061, F.S., or at such lower rates as may be provided in this Master Contract and any contract or agreement incorporating this Master Contract by reference. The current state rate for reimbursement of travel in a privately owned vehicle is \$0.445 per mile.
 - 5.2.4 The Contractor shall allow public access to all documents, papers, letters, or other public records as defined in Subsection 119.011(12), F.S., made or received by the Contractor in conjunction with any contract or agreement incorporating this Master Contract by reference, except for those records which are made confidential or exempt by law. The Contractor's refusal to comply with this provision will constitute an immediate breach of contract or agreement for which the Council may unilaterally terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference.

- 5.3 If clients are to be transported under any contract or agreement incorporating this Master Contract by reference, the Contractor shall comply with the provisions of Chapter 427, F.S., and Rule Chapter 41-2, F. A. C.
- 5.4 Subcontractors who are on the Discriminatory Vendor List may not transact business with any public entity, in accordance with the provisions of Section 287.134, F.S.
- 5.5 The Contractor shall comply with the provisions of Section 11.062, F.S., and Section 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the legislature, judicial branch or a state agency.
- 5.6 The Council may, at its option, terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference, if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List, or if the Contractor has been engaged in business operations in Cuba or Syria or is engaged in a boycott of Israel. The Contractor shall complete and sign the Scrutinized Companies Lists Certification, included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.
6. **Cooperation with the Inspector General**
Contractor agrees to comply with the Inspector General in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S. The Contractor further agrees that it shall include, in related subcontracts, a requirement that subcontractors performing work or providing services pursuant to any contract or agreement that incorporates this Master Contract by reference, agree to cooperate with the Inspector general in any investigation, audit, inspection, review, or hearing performed pursuant to Section 20.055, F.S.
7. **Background Screening**
The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.
- 7.1 To demonstrate compliance with this provision, Contractor shall submit annually, no later than January 5th, the completed ATTACHMENT VII, Background Screening Affidavit of Compliance.
- 7.2 Further information concerning the procedures for background screening is found at <http://elderaffairs.state.fl.us/doea/backgroundscreening.php>.

Any report that implies criminal intent on the part of the Contractor or any subcontractors and referred to a governmental or investigatory agency, must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material

concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

8. Grievance and Complaint Procedures

8.1 Grievance Procedures

The Contractor shall comply with and ensure compliance with the Minimum Guideline for Recipient Grievance Procedures, Appendix D, Department of Elder Affairs Programs and Services Handbook, to address complaints regarding the termination, suspension or reduction of services, as required for receipt of funds.

8.2 Complaint Procedures

The Contractor shall develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, provider and direct service worker complaints, or any other advice related to complaints other than termination, suspension or reduction in services that require the grievance process as described in Appendix D, Department of Elder Affairs Programs and Services Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of the complaint and the determination of the complaint.

9. Public Records and Retention

By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, Contractor agrees to all provisions of Chapter 119, F.S., and any other applicable law, and shall:

9.1 Keep and maintain public records required by the Council to perform the contracted services.

9.2 Upon request from the Council's custodian of public records, provide the Council a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

9.3 Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Council.

9.4 Upon completion of the contract or agreement incorporating this Master Contract by reference, the Contractor will either transfer, at no cost to the Council, all public records in possession of the Contractor, or will keep and maintain public records required by the Council. If the Contractor transfers all public records to the Council upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Council in a format that is compatible with the information technology systems of the Council.

9.5 The Council may unilaterally cancel any contract or agreement incorporating this Master Contract by reference, notwithstanding any other provisions of this Master Contract, for refusal by the Contractor to comply with Section 8 of this Master Contract by not allowing public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction

with this Master Contract or any contract or agreement incorporating this Master Contract by reference, unless the records are exempt, or confidential and exempt, from Section 24(a) of Article I of the State Constitution and Section 119.07(1), F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER CONTRACT OR ANY CONTRACT THAT INCORPORATES THIS MASTER CONTRACT BY REFERENCE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351**

(954) 745-9567

10. Audits, Inspections, Investigations

- 10.1** The Contractor shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all assets, obligations, unobligated balances, income, interest and expenditures of funds provided by the Council under this Master Contract and any contract or agreement incorporating this Master Contract by reference. Contractor shall adequately safeguard all such assets and assure they are used solely for the purposes authorized under any contract or agreement which incorporates this Master Contract by reference. Whenever appropriate, financial information should be related to performance and unit cost data.
- 10.2** The Contractor shall retain and maintain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to any contract or agreement which incorporates this Master Contract by reference for a period of six (6) years after completion of the contract or agreement incorporating this Master Contract by reference or longer when required by law. In the event an audit is required for any contract or agreement incorporating this Master Contract by reference, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of any contract or agreement incorporating this Master Contract by reference, at no additional cost to the Council.
- 10.3** Upon demand, at no additional cost to the Council, the Contractor shall facilitate the duplication and transfer of any records or documents during the required retention period.
- 10.4** The Contractor shall assure that the records described in this section will be subject at all reasonable times to inspection, review, copying, or audit by federal, state, or other personnel duly authorized by the Council.
- 10.5** At all reasonable times for as long as records are maintained, persons duly authorized by the Council and federal auditors, pursuant to 45 CFR Part 75, will be allowed full access to and the right to examine any of the Contractor's contracts or agreements, related records and documents pertinent to any contract or agreement, regardless of the form in which it is kept.
- 10.6** The Contractor shall provide a financial and compliance audit to the Council as specified in ATTACHMENT I of this Master Contract and ensure that all related third-party transactions are disclosed to the auditor.

11. Nondiscrimination-Civil Rights Compliance

- 11.1** The Contractor shall execute assurances in ATTACHMENT III, Assurances-Non-Construction Programs, that it will not discriminate against any person in the provision of services or benefits under any contract or agreement incorporating this Master Contract by reference or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, sub grantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex. The Contractor shall complete and sign ATTACHMENT III, Assurances-Non-Construction Programs, prior to the execution of this Master Contract.
- 11.2** During the term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, the Contractor shall complete and retain on file a timely, complete and accurate Civil Rights Compliance Checklist, ATTACHMENT IV.
- 11.3** The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through any contract or agreement incorporating this Master Contract by reference. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.
- 11.4** If any contract or agreement incorporating this Master Contract by reference, contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.
- 12. Monitoring by the Council**
The Contractor shall allow persons duly authorized by the Council to inspect and copy any records, papers, documents, facilities, goods and services of the Contractor which are relevant to this Master Contract and any contract or agreement which incorporates this Master Contract by reference, and to interview any clients, employees and subcontractor employees of the Contractor to assure the Council of the satisfactory performance of the terms and conditions of any contract or agreement which incorporates this Master Contract by reference. Following such review, the Council will provide a written report of its findings to the Contractor, and where appropriate, the Contractor shall develop a corrective action plan. The Contractor hereby agrees to correct all deficiencies identified in the corrective action plan in a timely manner as determined by the Council.
- 13. Provision of Services**
The Contractor shall provide services in the manner to be described in subsequent contracts or agreements incorporating this Master Contract by reference.

14. Coordinated Monitoring with Other Agencies

If the Contractor receives funding from one or more State of Florida's human service agencies, in addition to the State of Florida, Department of Elder Affairs through the Council, then a joint monitoring visit including such other agencies may be scheduled. For the purposes of any contract or agreement incorporating this Master Contract by reference, and pursuant to Section 287.0575, F.S. as amended, State of Florida's human service agencies shall include the Department of Children and Families, the Department of Health, the Agency for Persons with Disabilities, the Department of Veterans Affairs, and the Department of Elder Affairs. Upon notification and the subsequent scheduling of such a visit by the designated agency's lead administrative coordinator, the Contractor will comply and cooperate with all monitors, inspectors, or investigators.

15. New Contract(s) Reporting

The Contractor shall notify the Council within ten (10) days of entering into a new contract or agreement with any of the five (5) state human service agencies. The notification shall include the following information: (1) contracting state agency; (2) contract name and number; (3) contract or agreement start and end dates; (4) contract or agreement amount; (5) contract or agreement description and commodity or service; and (6) Contract Manager name and number. In complying with this provision, and pursuant to Section 287.0575, F.S. as amended, the Contractor shall complete and provide the information in ATTACHMENT VI, Provider's State Contracts List.

16. Indemnification

The Contractor shall indemnify, save, defend, and hold harmless the Council and its agents and employees and the State of Florida and its agents and employees and the State of Florida, Department of Elder Affairs and its agents and employees from any and all claims, demands, actions, causes of action of whatever nature or character, arising out of or by reason of the execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference or performance of the services provided for herein. It is understood and agreed that the Contractor is not required to indemnify the Council for claims, demands, actions or causes of action arising solely out of the Council's negligence. Except to the extent permitted by Section 768.28, F.S., or other Florida law, this Section 14 is not applicable to contracts or agreements executed between the Contractor, the Council and state agencies or subdivisions defined in Section 768.28(2), F.S.

17. Insurance and Bonding

- 17.1** The Contractor shall provide continuous adequate liability insurance coverage during the existence of any contract or agreement incorporating this Master Contract by reference and any renewal(s) and extension(s) of it. By execution of this Master Contract and any contract or agreement incorporating this Master Contract by reference, unless it is a state agency or subdivision as defined by Subsection 768.28(2), F.S., the Contractor accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Contractor and the clients to be served under any contract or agreement incorporating this Master Contract by reference. The limits of coverage under each policy maintained by the Contractor do not limit the Contractor's liability and obligations under any contract or agreement incorporating this Master Contract by reference. The Contractor shall ensure that the Council has the most current written verification of insurance coverage throughout the term of any contract or agreement incorporating this Master Contract by reference. Such coverage may be provided by a self-insurance program established and operating under the laws of the State

of Florida. The Council reserves the right to require additional insurance as specified in any contract or agreement incorporating this Master Contract by reference.

- 17.2** Throughout the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall maintain an insurance bond from a responsible commercial insurance company covering all officers, directors, employees and agents of the Contractor authorized to handle funds received or disbursed under all contracts or agreements incorporating this Master Contract by reference in an amount commensurate with the funds handled, the degree of risk as determined by the insurance company and consistent with good business practices.

18. Health Insurance Portability and Accountability Act

The Contractor shall not use or disclose any information concerning a recipient of services under any contract or agreement incorporating this Master Contract by reference, for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law. Where applicable, the Contractor shall comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320d.), as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).

The Council, as a covered entity, and the Contractor, as a business associate, shall comply with the provisions of 45 CFR Part 164 by entering into a Business Associate Agreement, ATTACHMENT IX, to ensure that the business associate will appropriately safeguard Protected Health Information (PHI).

19. Incident Reporting

- 19.1** The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates this Master Contract by reference. Such notice shall be made orally to the Council's Contract Manager (by telephone) with an email to immediately follow.
- 19.2** The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Contractor and its employees.

20. Bankruptcy Notification

During the term of any contract or agreement incorporating this Master Contract by reference, the Contractor shall immediately notify the Council if the Contractor, its assignees, Subcontractors or affiliates file a claim for bankruptcy. Within ten (10) days after notification, the Contractor must also provide the following information to the Council: (1) the date of filing of the bankruptcy petition; (2) the case number; (3) the court name and the division in which the petition was filed (e.g., Northern District of Florida, Tallahassee Division); and, (4) the name address, and telephone number of the bankruptcy attorney.

21. Sponsorship and Publicity

- 21.1** As required by Section 286.25, F.S., if the Contractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through

any contract or agreement incorporating this Master Contract by reference, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (Contractor’s name), Areawide Council on Aging of Broward County, Inc., and the State of Florida, Department of Elder Affairs.” If the sponsorship reference is in written material, the words “Areawide Council on Aging of Broward County, Inc. and State of Florida, Department of Elder Affairs” shall appear in at least the same size letters or type as the name of the organization.

- 21.2** The Contractor shall not use the words “Areawide Council on Aging of Broward County, Inc. and the State of Florida, Department of Elder Affairs” to indicate sponsorship of a program otherwise financed, unless specific authorization has been obtained by the Council prior to use.

22. Assignments

- 22.1** The Contractor shall not assign the rights and responsibilities under any contract or agreement incorporating this Master Contract by reference without the prior written approval of the Council, which shall not be unreasonably withheld. Any sublicense, assignment, or transfer otherwise occurring without prior written approval of the Council will constitute a material breach of the contract or agreement.
- 22.2** The Council is at all times entitled to assign or transfer, in whole or part, its rights, duties, or obligations under any contract or agreement to another contractor in Broward County, upon giving prior written notice to the Contractor. In the event the Council approves transfer of the Council’s obligations, the Contractor remains responsible for all work performed and all expenses incurred in connection with the contract or agreement. Notwithstanding the foregoing, should the Council assign the duties, rights, or obligations hereunder to a provider, individual, or entity who has been excluded, debarred, suspended, or otherwise deemed ineligible to participate in a Federal Health Care Program, including but not limited to Medicare or Medicaid, Contractor shall be entitled to immediately terminate this Agreement with no further obligations and with no liability, cost, penalty, or imposition of any damages.
- 22.3** This Master Contract and any contract or agreement incorporating this Master Contract by reference shall remain binding upon the successors in interest of either the Contractor or the Council.

23. Subcontracts

The Contractor is responsible for all work performed and for all commodities produced pursuant to any contract or agreement incorporating this Master Contract by reference, whether actually furnished by the Contractor or its subcontractors. Any subcontracts shall be evidenced by a written document and subject to any conditions of approval the Council deems necessary. The Contractor further agrees that the Council will not be liable to the subcontractor in any way or for any reason. The Contractor, at its expense, shall defend the Council against any such claims as permitted by law.

- 23.1** The Contractor shall promptly pay any subcontractor upon receipt of payment from the Council. Failure to make payments to any subcontractor in accordance with Section 287.0585, F.S., unless otherwise stated in any contract or agreement incorporating this Master Contract by reference between the Contractor and subcontractor, will result in a penalty as provided by statute.

24. Funding Obligations

- 24.1** The Council acknowledges its obligation to pay the Contractor for the performance of the Contractor's duties and responsibilities set forth in any contract or agreement incorporating this Master Contract by reference.
- 24.2** The Council shall not be liable to the Contractor for costs incurred or performance rendered unless such costs and performances are in accordance with the terms and conditions of any contract or agreement executed between the Parties, which incorporates this Master Contract by reference, including but not limited to terms, governing the Contractor's promised performance and unit rates and/or reimbursement capitations specified.
- 24.3** The Council shall not be liable to the Contractor for any expenditures which are not allowable costs as defined in 45 CFR, Parts 74 and 92, as amended, or which expenditures have not been made in accordance with all applicable state and federal rules.
- 24.4** The Council shall not be liable to the Contractor for expenditures made in violation of regulations promulgated under the Older Americans Act, as amended, or in violation of applicable state and federal laws, rules, or provisions of any contract or agreement incorporating this Master Contract by reference.

25. Independent Capacity of Contractor

It is the intent and understanding of the Parties that the Contractor, or any of its subcontractors, are independent contractors and are not employees of the Council or the State of Florida, Department of Elder Affairs and shall not hold themselves out as employees or agents of the Council or the State of Florida, Department of Elder Affairs without specific authorization from the Council. It is the further intent and understanding of the Parties that the Council does not control the employment practices of the Contractor and will not be liable for any wage and hour, employment discrimination, or other labor and employment claims against the Contractor. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Contractor will be the sole responsibility of the Contractor.

26. Payment

- 26.1** Payments shall be made to the Contractor pursuant to Section 215.422, F.S., as services are rendered and invoiced by the Contractor. The Council's Finance Director will have final approval of the invoice for payment, and will approve the invoice for payment only if the Contractor has met all terms and conditions of any contract or agreement incorporating this Master Contract by reference, unless the bid specifications, purchase order, or the contract or agreement specify otherwise. The approved invoice will be submitted to the Council's finance section for budgetary approval and processing. Disputes arising over invoicing and payments will be resolved in accordance with the provisions of Section 215.422, F.S.
- 26.2** The Contractor agrees to submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre audit and post audit thereof. The Contractor shall comply with the particular requirements under the following laws and guidelines that are applicable to the contracts or agreements incorporating this Master Contract by reference: (a) paragraph (16) (b) of Section 216.181, F.S., regarding advances; (b) paragraph 69I-40.103 F.A.C. pertaining to Restriction of Expenditures from state funds; and, (c) the Invoice Requirements of the Reference Guide for State

Expenditures from the Department of Financial Services at: (https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf). The Contractor certifies that detailed documentation is available to support each item on the itemized invoice or payment request for cost reimbursed expenses, fixed rate or deliverables contracts or agreements incorporating this Master Contract by reference, including paid subcontractor invoices, and will be produced upon request by the Council. The Contractor further certifies that reimbursement requested is only for allowable expenses as defined in the laws and guiding circulars cited in Sections four (4) and five (5) of this Master Contract, in the Reference Guide for State Expenditures, and any other laws or regulations, as applicable, and that administrative expenses do not exceed amounts budgeted in the Contractor's approved service provider application as developed in accordance with and pursuant to Section 306(a) of the Older Americans Act of 1965, as amended.

- 26.3** The Contractor shall provide units of deliverables, including reports, findings, and drafts as specified in the contracts or agreements and attachments which incorporate this Master Contract by reference, and the service provider application developed by the Contractor (pursuant to Section 306(a) of the Older Americans Act), to be received and accepted by the Contract Manager prior to payment.

27. Return of Funds

The Contractor shall return to the Council any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms and conditions of any contract or agreement incorporating this Master Contract by reference that were disbursed to the Contractor by the Council. In the event that the Contractor or its independent auditor discovers that an overpayment has been made, the Contractor shall repay said overpayment immediately without prior notification from the Council. In the event that the Council first discovers an overpayment has been made, the Finance Director, on behalf of the Council, will notify the Contractor in writing of such findings. Should repayment not be made forthwith, the Contractor shall be charged at the lawful rate of interest on the outstanding balance pursuant to Section 55.03, F.S., after Council notification or Contractor discovery.

28. Data Integrity and Safeguarding Information

The Contractor shall insure an appropriate level of data security for the information the Contractor is collecting or using in the performance of any contract or agreement incorporating this Master Contract by reference. An appropriate level of security includes approving and tracking all Contractor employees that request system or information access and ensuring that user access has been removed from all terminated employees. The Contractor, among other requirements, must anticipate and prepare for the loss of information processing capabilities. All data and software must be routinely backed up to ensure recovery from losses or outages of the computer system. The security over the backed-up data is to be as stringent as the protection required of the primary systems. The Contractor shall maintain written procedures for computer system backup and recovery. The Contractor shall complete and sign the Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements included in ATTACHMENT II, Certifications and Assurances, prior to the execution of this Master Contract.

29. Computer Use and Social Media Policy

The State of Florida, Department of Elder Affairs has implemented a Social Media Policy, in addition to its Computer Use Policy, which applies to all employees, contracted employees, consultants, other-personal-services and volunteers, including all personnel affiliated with third

parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the State of Florida, Department of Elder Affairs' computer resource systems must comply with the State of Florida, Department of Elder Affairs' Social Media Policy, ATTACHMENT V, regarding social media. Social Media includes, but is not limited to blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

30. Conflict of Interest

The Contractor shall establish safeguards to prohibit employees, board members, management and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. No employee, officer or agent of the Contractor or subcontractor shall participate in selection, or in the award of a contract or agreement supported by State or Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (a) the employee, officer or agent; (b) any member of his/her immediate family; (c) his or her partner; or (d) an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Contractor officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Contractor's Board of Directors and management must disclose to the Council any relationship which may be, or may be perceived to be, a conflict of interest within thirty (30) calendar days of an individual's original appointment or placement in that position, or if the individual is serving as an incumbent, within thirty (30) calendar days of the commencement of any contract or agreement incorporating this Master Contract by reference. The Contractor's employees must make the same disclosures described above to the Contractor's Board of Directors. Compliance with this provision will be monitored.

31. Public Entity Crime

Pursuant to Section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract or agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

32. Purchasing

- 32.1** The Contractor may purchase articles which are the subject of or are required to carry out any contract or agreement from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), F.S. For purposes of this Master Contract, the Contractor will be deemed to be substituted for the Council insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

- 32.2** The Contractor may procure any recycled products or materials, which are the subject of or are required to carry any contract or agreement incorporating this Master Contract by reference, in accordance with the provisions of Section 403.7065, F.S.
- 32.3** The Contractor may purchase articles that are the subject of, or required to carry out, any contract or agreement from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S. For purposes of any contract or agreement incorporating this Master Contract by reference, the Contractor shall be deemed to be substituted for the Council insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. This clause is not applicable to subcontractors unless otherwise required by law.
- 33. Patents, Copyrights, Royalties**
If any contract or agreement incorporating this Master Contract by reference is awarded state funding and if any discovery, invention or copyrightable material is developed, produced or for which ownership was purchased in the course of or as a result of work or services performed under any contract or agreement incorporating this Master Contract by reference, the Contractor shall refer the discovery, invention or material to the Council to be referred to the State of Florida, Department of Elder Affairs and/or the Department of State. Any and all patent rights or copyrights accruing under any contract or agreement incorporating this Master Contract by reference are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571 (5) (k), the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in any contract or agreement incorporating this Master Contract by reference.
- 33.1** If the primary purpose of any contract or agreement incorporating this Master Contract by reference is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to Paragraph 33.
- 33.2** If any contract or agreement incorporating this Master Contract by reference is awarded solely federal funding, the terms and conditions are governed by 2 CFR §200.315 or 45 CFR §75.322, as applicable.
- 33.3** Notwithstanding the foregoing provisions, if the Contractor or one of its subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but the State of Florida, Department of Elder Affairs shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, subcontractors or assignees of any resulting patented, copyrighted or trademarked work products.
- 34. Emergency Preparedness and Continuity of Operations**
- 34.1** If the tasks to be performed pursuant to any contract or agreement incorporating this Master Contract by reference include the physical care and control of clients, or the administration and coordination of services necessary for client health, safety or welfare, the Contractor shall, within thirty (30) calendar days of the execution of any contract or agreement, submit to the Council verification of an Emergency Preparedness Plan. In the event of an emergency, the Contractor shall notify the Council of emergency provisions.

- 34.2** In the event a situation results in a cession of services by a subcontractor, the Contractor shall retain responsibility for performance under any contract or agreement incorporating this Master Contract by reference and must follow procedures to ensure continuity of operations without interruption.

35. Equipment

- 35.1** Equipment means: (a) an article of nonexpendable, tangible personal property, including information technology systems, having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the organization for the financial statement purposes, or \$5,000.00 [for federal funds - 2 CFR §200.33 and 45 CFR §75.2, as applicable], or (b); nonexpendable, tangible personal property of a non-consumable nature with an acquisition cost of \$1,000.00 or more per unit, and expected useful life of at least one year; and hardback bound books not circulated to students or the general public, with a value or cost of \$250.00 or more [for state funds].
- 35.2** Contractors and subcontractors who are Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations shall have written property management standards in compliance with 2 CFR Part 200 Administrative Requirements (formerly OMB Circular A-110) that include: (a) a property list with all the elements identified in the circular; (b) a procedure for conducting a physical inventory of equipment at least once every two (2) years; (c) a control system to insure adequate safeguards to prevent loss, damage, or theft of equipment, any loss damage, or theft must be investigated [45 CFR §75.320(d)(3)]; (d) maintenance procedures to keep the equipment in good condition; and (e) if the Contractor is authorized or required to sell the equipment, proper sales procedures must be established to ensure the highest possible return. The property records must be maintained on file and shall be provided to the Council upon request. The Contractor shall promptly investigate, fully document and fully document and notify the Council's Contract Manager of any loss, damage, or theft of equipment. The Contractor shall provide the results of the investigation to the Council's Contract Manager.
- 35.3** The Contractor's property management standards for equipment (including replacement equipment), whether acquired in whole or in part with federal funds and federally-owned equipment shall, as a minimum, meet the following requirements and to include accurately maintained equipment records with the following information:
- (1) Property records must be maintained that include a description of the equipment;
 - (2) Manufacturer's serial number, model number, federal stock number, national stock number, or other identification number;
 - (3) Source of funding for the equipment, including the federal award identification number;
 - (4) Whether title vests in the Contractor or the federal government;
 - (5) Acquisition date (or date received, if the equipment was furnished by the federal government) and cost;
 - (6) Information from which one can calculate the percentage of federal participation in the cost of the equipment (not applicable to equipment furnished by the federal government);
 - (7) Location, use and condition of the equipment and the date the information was reported;
 - (8) Unit acquisition cost; and
 - (9) Ultimate disposition data, including date of disposal and sales price or the method used to determine current fair market value where a Contractor compensates the federal awarding agency for its share.

- 35.4** Equipment purchased with federal funds with an acquisition cost over \$5,000.00 and equipment purchased with state funds with an acquisition cost over \$1,000.00 is part of the cost of carrying out the activities and functions of the grant awards and Title (ownership) will vest in the Contractor [for federal funds see 2 CFR §200.313(a) and 45 CFR §75.320(a), as applicable], subject to the conditions of 2 CFR Part 200 and/or 45 CFR Part 75. Equipment purchased under these thresholds is considered supplies and is not subject to property standards. Equipment purchased with funds identified in the budget attachments to agreements covered by this Master Contract or any contract or agreement incorporating this Master Contract by reference, or identified in the sub agreements with subcontractors (not included in a cost methodology), is subject to the conditions of Chapter 273, F. S. and 60A-1.017, F. A. C. and 2 CFR Part 200 and/or 45 CFR Part 75.
- 35.5** The Contractor shall not dispose of any equipment or materials provided by the Council or the State of Florida, Department of Elder Affairs, or purchased with funds provided through any contract or agreement incorporating this Master Contract by reference without first obtaining the approval of the Council. When disposing of property or equipment the Contractor must submit a written request for disposition instructions to the Council. The request should include a brief description of the property, purchase price, funding source, percentage of state or federal participation, acquisition date and condition of the property. The request should also indicate the Contractor's proposed disposition (i.e., transfer or donation to another agency that administers federal programs, offer the items for sale, destroy the items, etc.).
- 35.6** The Council will issue disposition instructions. If disposition instructions are not received within 120 days of the written request for disposition, the Contractor is authorized to proceed as directed in 2 CFR §200.313 or 45 CFR §75.320, as applicable.
- 35.7** Real property means land (including land improvements), buildings, structures and appurtenances thereto, but excludes movable machinery and equipment. Real property may not be purchased with state or federal funds through contracts or agreements covered under any contract or agreement incorporating this Master Contract by reference without the prior approval of the Council. Real property purchases from Older Americans Act funds are subject to the provisions of Title 42, Chapter 35, Subchapter III, Part A., Section 3030b United States Code. Real property purchases from state funds can only be made through fixed capital outlay grants and aids appropriations and therefore are subject to the provisions of Section 216.348, F. S.
- 35.8** Any permanent storage devices (e.g.: hard drives, removable storage media) must be reformatted and tested prior to disposal to ensure no confidential information remains.
- 35.9** Contractor must adhere to the State of Florida, Department of Elder Affairs' procedures and standards when purchasing Information Technology Resources (ITR) as part of any contract or agreement incorporating this Master Contract by reference. An ITR worksheet is required for any computer related item costing \$1,000.00 or more, including data processing hardware, software, services, supplies, maintenance, training, personnel and facilities. Contractor shall secure written approval through the Council's Contract Manager prior to the purchase of any ITR. Contractor shall not be reimbursed for any purchase made prior to the written approval. The completed ITR worksheet shall be maintained in the Contractor's LAN administrator's file and must be provided to the Council upon request. The Contractor has the responsibility to require any subcontractors to comply with the State of Florida, Department of Elder Affairs' ITR procedures.

36. PUR 1000 Form

The PUR 1000 Form is hereby incorporated by reference and available at: http://www.myflorida.com/apps/vbs/adoc/F7740_PUR1000.pdf.

In the event of any conflict between the PUR 1000 Form and any terms or conditions of any contract or agreement the terms or conditions of any contract or agreement shall take precedence over the PUR 1000 Form. However, if the conflicting terms or conditions in the PUR 1000 Form are required by any section of the Florida Statutes, the terms or conditions contained in the PUR 1000 Form shall take precedence.

37. Use of State Funds to Purchase or Improve Real Property

Any state funds provided for the purchase of or improvements to real property are contingent upon the Contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

38. Dispute Resolution

Any dispute concerning performance of any contract or agreement incorporating this Master Contract by reference that cannot be resolved by agreement of both Parties shall be decided by the Council's Executive Director, who shall reduce the decision to writing and serve a copy on the Contractor, provided, however, that a party is not precluded from filing any action in a state court of competent jurisdiction if the decision of the Council's Executive Director is unsatisfactory to such party.

39. Financial Consequences of Non-Performance

If the Contractor fails to meet the minimum level of service or performance identified in any contract or agreement incorporating this Master Contract by reference, or that is customary for the industry, then the Council must apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to contract or agreement suspension, refusing payment, withholding payments until deficiency is cured, tendering only partial payments, and/or cancellation of any contract or agreement and reacquiring services from an alternate source.

39.1 The Contractor will not be charged with financial consequences, when a failure to perform arises out of causes that were the responsibility of the Council and/or the State of Florida, Department of Elder Affairs.

40. No Waiver of Sovereign Immunity

Nothing contained in any contract or agreement incorporating this Master Contract by reference is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

41. Venue

If any dispute arises out of any contract or agreement incorporating this Master Contract by reference, the venue of such legal recourse will be Broward County, Florida.

42. Entire Contract

This Master Contract and any contract or agreement incorporating this Master Contract by reference, contains all the terms and conditions agreed upon by the Parties. No oral agreements or representations shall be valid or binding upon the Council or the Contractor unless expressly

contained herein or by a written subsequent contract, agreement and/or amendment to this Master Contract signed by both Parties.

43. Force Majeure

The Parties will not be liable for any delays or failures in performance due to circumstances beyond their control, provided the party experiencing the force majeure condition provides immediate written notification to the other party and takes all reasonable efforts to cure the condition.

44. Severability Clause

The Parties agree that if a court of competent jurisdiction deems any term or condition herein void or unenforceable the other provisions are severable to that void provision and shall remain in full force and effect.

45. Condition Precedent to Contract Appropriations

The Parties agree that the Council's performance and obligation to pay under any contract or agreement incorporating this Master Contract by reference is contingent upon an annual appropriation by the State Legislature. In the event such an appropriation is not made, the Contractor will not be entitled to file a claims bill.

46. Addition/Deletion

The Parties agree that the Council reserves the right to add or to delete any of the services required under any contract or agreement incorporating this Master Contract by reference when deemed to be in Broward County's best interest and reduced to a written amendment signed by both Parties. The Parties shall negotiate compensation for any additional services added.

47. Waiver

The delay or failure by the Council to exercise or enforce any of its rights under any contract or agreement incorporating this Master Contract by reference will not constitute or be deemed a waiver of the Council's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

48. Compliance

The Contractor shall abide by all applicable current federal statutes, laws, rules and regulations as well as applicable current State statutes, laws, rules and regulations. The Parties agree that failure of the Contractor to abide by these laws shall be deemed an event of default of the Contractor, and subject any contract or agreement incorporating this Master Contract by reference, to immediate, unilateral cancellation of the contract or agreement at the discretion of the Council.

49. Final Invoice

The Contractor shall submit the final invoice for payment to the Council as specified in any contract or agreement incorporating this Master Contract by reference. If the Contractor fails to submit final request for payment as specified in any contract or agreement, then all rights to payment may be forfeited and the Council may not honor any requests submitted. Any payment due under the terms of any contract or agreement incorporating this Master Contract by reference may be withheld until all required documentation and reports due from the Contractor and necessary adjustments thereto have been approved by the Council.

50. Renegotiations or Modifications

Modifications of the provisions of any contract, agreement, and this Master Contract shall be valid only when they have been reduced to writing and duly signed by both Parties. The rate of payment and the total dollar amount may be adjusted retroactively for any contract or agreement incorporating this Master Contract by reference to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Council's operating budget.

51. Suspension of Work

The Council may in its sole discretion suspend any or all activities under this Master Contract and any contract or agreement incorporating this Master Contract by reference, at any time, when in the best interests of the Council to do so. The Council shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the Council shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

52. Termination**52.1 Termination for Convenience**

Either party, by written notice to the other party, may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference in whole or in part when the party determines in its sole discretion that it is in the party's interest to do so and reasonable notice, no less than thirty (30) calendar days is provided, unless a sooner time is mutually agreed upon in writing. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. Neither party shall be entitled to recover any cancellation charges or lost profits.

52.2 Termination for Cause

The Council may terminate this Master Contract and any contract or agreement incorporating this Master Contract by reference if the Contractor fails to (1) deliver the product within the time specified in the contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of this Master Contract and any contract or agreement incorporating this Master Contract by reference, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated.

Further, this Agreement may be terminated by Contractor for cause. For purposes of this Agreement, "cause" shall mean any material breach of this Master Contract, and failure to cure such breach within thirty (30) days following written notice of such breach.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform any contract or agreement incorporating this Master Contract by reference arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the

subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtained from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of the Council. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or under this Master Contract.

- 52.3** All electronically stored records shall be provided to the Council in a format that is compatible with the Council's and the State of Florida, Department of Elder Affairs' information technology systems.

53. Electronic Records and Signature

The Council authorizes, but does not require, the Contractor to create and retain electronic records and to use electronic signatures to conduct transactions necessary to carry out the terms of this Master Contract and any contract or agreement which incorporates this Master Contract by reference. A Contractor that creates and retains electronic records and uses electronic signatures to conduct transactions shall comply with the requirements contained in the *Uniform Electronic Transaction Act*, Section 668.50, F.S. All electronic records must be fully auditable; are subject to *Florida's Public Records Law*, chapter. 119, F.S.; must comply with Section 28, *Data Integrity and Safeguarding Information*; must maintain all confidentiality, as applicable; and must be retained and maintained by the Contractor to the same extent as non-electronic records are retained and maintained as required by any contract or agreement incorporating this Master Contract by reference.

- 53.1** The Council's authorization pursuant to this section does not authorize electronic transactions between the Contractor and the Council. The Contractor is authorized to conduct electronic transactions with the Council only upon further written consent by the Council.

- 53.2** Upon request by the Council, the Contractor shall provide the Council with non-electronic (paper) copies of records. Non-electronic (paper) copies provided to the Council of any document that was originally in electronic form with an electronic signature must indicate the person and the person's capacity who electronically signed the document on any non-electronic copy of the document.

54. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

55. Enforcement

The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:

- (1) An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating this Master

Contract by reference, or substantially and negatively affected the operation of services covered under any contract or agreement;

- (2) The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- (3) The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- (4) The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- (5) The Contractor has exceeded its authority or otherwise failed to adhere to the terms of this Master Contract and any contract or agreement incorporating this Master Contract by reference;
- (6) The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; and/or
- (7) The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

55.1 In the alternative, the Council may, at its sole discretion, take immediate measures against the Contractor, including: corrective action, unannounced special monitoring, temporary assumption of the operation of one or more contractual services, placement of the Contractor on probationary status, imposing a moratorium on Contractor action, imposing financial penalties for nonperformance, or other administrative action pursuant to Chapter 120, F.S.

55.2 In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating this Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

55.3 Use of Service Dollars/Wait List Management

The Contractor is expected to spend all federal, state, and other funds provided by the Council, for the purpose specified in each contract or agreement incorporating this Master Contract by reference. The Contractor must manage the service dollars in such a manner so as to avoid having a wait list and a surplus of funds at the end of the contract period, for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to another Contractor during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

55.4 The Contractor agrees to distribute funds as detailed in the service provider application and the Budget Summary, included in each contract or agreement incorporating this Master Contract by reference. Any changes in the amounts of federal or general revenue funds identified on the Budget Summary form require a contract amendment.

55.5 Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council's Contract Manager by the 5th of each month. This report is for all contracts or agreements incorporating this Master Contract by reference between the Contractor and the Council. The report will include the following:

- (1) A list of all services and their current status regarding surplus or deficit;

- (2) The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;
- (3) Recommendations to transfer funds to resolve surplus/deficit spending;
- (4) Input from the Contractor's Board of Directors on resolution of spending issues, if applicable;
- (5) Number of clients currently on Assessed Prioritized Consumer List (APCL), that receive a priority ranking score of 4 or 5; and
- (6) Number of clients currently on the APCL designated as Imminent Risk.

56. Official Payee and Representatives (Names, Address, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Master Contract, and mailing address of the official payee to whom the payment will be made is:	City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under Master Contract is:	Donna DeFronzo, Director of Senior Services City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging 227 NW 2nd Street Deerfield Beach, FL 33441
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Contract Manager for the Council for this Master Contract is:	Marie Laurent Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Master Contract.		

57. Selection of A Project Director

- 57.1** In the event the representative of the Contractor, responsible for administration of the Program (Project Director), resigns, is terminated, or for other reasons, no longer is responsible for the Contract, the Contractor will submit, at a minimum, the names and credentials of three finalists being considered for the Project Director's vacancy. The Council will review and either approve or disapprove the candidates' credentials within ten (10) working days of such notification. Final

selection of the Project Director will be made by the administering agency of the Contractor from the approved listing.

- 57.2** The qualifications of the person, selected to be a new Project Director, must receive approval by the Council prior to appointment. The following steps constitute the required process:
- (1) The Contractor will notify the Council of its recruitment methods. This notification must permit reasonable opportunity for the Council to comment and offer technical assistance on the recruitment plan. The plan must contain:
 - a. appropriate and reasonable effort to recruit applicants on a non-discriminatory basis.
 - b. information on where, when, how, and how long the vacancy will be advertised.
 - c. the methodology for accepting applications.
 - d. the methodology for screening applications/applicants.
 - e. the criteria which will be applied to determine three-to-five persons qualified for the position.
 - f. the education, training, and or experience deemed essential for the position as determined by the Contractor.
 - (2) The Contractor will provide the Council with the application or resume' of persons deemed best qualified.
 - (3) Council will, within ten (10) working days, review the application/resume of the candidates and offer comments on their qualifications.
 - (4) After review and comment by Council, the Contractor is authorized to hire any of the individuals which have been deemed by the Council to meet the qualifications for the Project Director's position.
- 57.3** If Council determines that none of the proposed candidates meet the qualifications for Project Director, the Contractor must repeat the recruitment cycle.
- 57.4** The Contractor will repeat the recruitment cycle if the qualifications are judged by the Council to be insufficient.
- 57.5** At any time there is a vacancy for a Project Director, the Contractor must immediately appoint an "Acting" Project Director, and notify the Council upon appointment. No person may serve as an "Acting" Director for more than 120 calendar days without prior written approval of the Council.

58. All Terms and Conditions Included

This Master Contract and its attachments, I - VIII and any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Master Contract will supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Master Contract, the Parties agree that they have read and agreed to the entire contract.

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IN WITNESS THEREOF, the Parties hereto have caused this 54- page Contract to be executed by their undersigned officials as duly authorized.

CONTRACTOR:

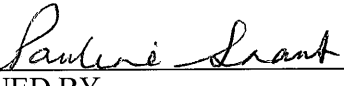
City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba
Department of Active Aging

Areawide Council on Aging of
Broward County, Inc.

BOARD PRESIDENT OR AUTHORIZED
DESIGNEE



SIGNED BY



SIGNED BY

BILL GANZ

NAME

PAULINE GRANT

NAME

MAYOR

TITLE

PRESIDENT

TITLE

12/3/19

DATE

12/18/19

DATE

FEDERAL ID NUMBER: 59-6000305
FISCAL YEAR-END DATE: September 30

ATTACHMENT I

FINANCIAL AND COMPLIANCE AUDIT

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council and the State of Florida, Department of Elder Affairs, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council and/or the State of Florida, Department of Elder Affairs staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Master Contract, and any contract or agreement incorporating this Master Contract by reference, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Council to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council, the State of Florida Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. Funding Summary indicates federal resources awarded through the Council. In determining the federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of thirty (30) days after receipt of the audit report or nine (9) months after the end of the Contractor's fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Funding Summary indicates state financial assistance awarded through the Council. In determining the state financial assistance expended in its fiscal year, the Contractor shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Contractor resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I- 5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council incorporating this Master Contract in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than nine (9) months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of any contract incorporating this Master Contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by Part I of this Financial Compliance Audit Attachment, shall be submitted, when required by 2 CFR §200.512 by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351

Additionally, copies of financial reporting packages required by this Master Contract's Financial Compliance Audit Attachment, Part II shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road, Sunrise, FL 33351

The Auditor General's Office at the following address:

State of Florida Auditor General Claude Pepper Building, Room 574
111 West Madison Street, Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this Master Contract and any contract incorporating this Master Contract by reference shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Master Contract and any contract incorporating this Master Contract by reference for a period of six (6) years from the date the audit report is issued, and shall allow the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO) or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Council and/or the State of Florida, Department of Elder Affairs or its designee, the State of Florida Chief Financial Officer (CFO), or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT

ATTACHMENT I EXHIBIT 1

PART I: AUDIT RELATIONSHIP DETERMINATION

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit 1 are met. Contractors who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, Contractors who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, F.A.C., Contractor has been determined to be:

____ Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

X Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

____ Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a sub-recipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes* 2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR Part 75; for funding passed through U.S. Department of Education, 34 CFR Part 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Sections 215.97 & 215.971, F.S.

Chapter 69I-5, F.A.C.

State Projects Compliance Supplement Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT

ATTACHMENT II**CERTIFICATIONS AND ASSURANCES**

Council will not award this Master Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of any contract or agreement incorporating this Master Contract by reference, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, Section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Master Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Master Contract and any contract incorporating this Master Contract by reference was made or entered into. Submission of this certification is a prerequisite for making or entering into this Master Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity.
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Education Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), which prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities.
7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially

assisted program or activity. Contractor understands that DOE and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this assurance accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135, F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that it is not participating in a boycott of Israel.

If any contract or agreement incorporating this Master Contract by reference is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Master Contract and any contract or agreement incorporating this Master Contract by reference and the submission of a false certification may subject Contractor to civil penalties and attorney fees and costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify any of the statements in this certification, Contractor shall attach an explanation to this Master Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any subcontractors of services under this Master Contract or any contracts or agreements incorporating this Master Contract by reference have financial management systems capable of providing certain information, including: (1) accurate, current, and complete disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of

outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted, or calculated have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.

3. If any contract or agreement incorporating this Master Contract by reference includes the provision of hardware, software, firmware, microcode, or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.

4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.

5. The Contractor and any subcontractors of services under any contract or agreement incorporating this Master Contract by reference warrant that their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency, including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Master Contract or any contract or agreement incorporating this Master Contract by reference, and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to any contract or agreement incorporating this Master Contract by reference utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire contract term.

The Contractor shall require that the language of this certification be included in all sub-agreements, subgrants, and other agreements/contracts and that all Subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract and any contract or agreement incorporating this Master Contract by reference imposed by Circulars A-102 and 2 CFR Part 200 and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or any party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation on any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 8.1 and 8.2 of this Master Contract, sections 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council and any attorneys' fees assessed or awarded

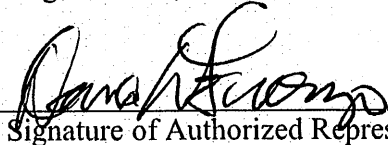
against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Master Contract or any contract or agreement incorporating this Master Contract by reference, or services performed thereunder. a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.

2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (State of Florida, Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does does not X provide for institutional memberships, as referenced in Section J.2. of this Attachment.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available for inspection as stated above.

By execution of this agreement, Contractor must include these provisions (A-J) by reference in all related subcontract agreements (if applicable) and Contractor certifies the representations outlined in parts A through J above, are true and correct.


Signature of Authorized Representative

12/3/19
Date

Director of Active Aging
Title

City of Deerfield Beach, Florida /
Northeast Focal Point Senior Center dba Department of Active Aging
Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

ATTACHMENT III**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).

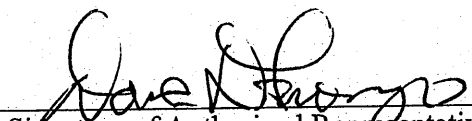
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

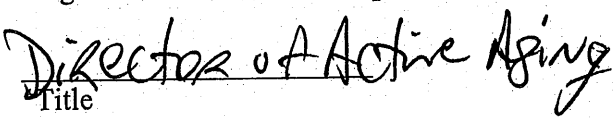
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.


Signature of Authorized Representative

12/3/19
Date


Title

City of Deerfield Beach, Florida /

Northeast Focal Point Senior Center dba Department of Active Aging

Contractor

227 NW 2nd Street, Deerfield Beach, FL 33441

Address

ATTACHMENT IV

**STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST**

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging	County: Broward	PSA10
227 NW 2nd Street	Completed By:	
Deerfield Beach, FL 33441	Date	Phone: 954-480-4449

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		
---------	---------	---------	------------	---------	----------	--	--

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40
---------	---------	---------	------------	---------	----------	------------	-----------

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	
---------	---------	---------	------------	---------	----------	------------	--

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with Council? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

7. Compare the staff composition to the population. Is staff representative of the population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

8. Compare the client composition to the population. Are race and sex characteristics representative of the Population?

If NA or NO, explain.

NA YES NO
☐ ☐ ☐

9. Are eligibility requirements for services applied to clients and applicants without regard to race, color, national origin, sex, age, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

10. Are all benefits, services and facilities available to applicants and participants in an equally effective manner regardless of race, sex, color, age, national origin, religion or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

11. For in-patient services, are room assignments made without regard to race, color, national origin or disability? If NA or NO, explain.

NA YES NO
☐ ☐ ☐

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain. NA YES NO
☐ ☐ ☐
-
13. Are employees, applicants and participants informed of their protection against discrimination? NA YES NO
 If yes, how? Verbal ☐ Written ☐ Poster ☐ If NA or NO, explain. ☐ ☐ ☐
-
14. Give the number and current status of any discrimination complaints regarding services or employment filed against the program/facility. NA NUMBER
☐ _____
-
15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals? NA YES NO
 If NA or NO, explain. ☐ ☐ ☐
-

PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain. YES NO
☐ ☐
-
17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain. YES NO
☐ ☐
-
18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain. YES NO
☐ ☐
-
19. Do recruitment and notification materials advise applicants, employees and participants of nondiscrimination on the basis of disability? If NO, explain. YES NO
☐ ☐
-
20. Are auxiliary aids available to assure accessibility of services to hearing and sight impaired individuals? If NO, explain. YES NO
☐ ☐
-

PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain. YES NO
☐ ☐
-

DOEA USE ONLY			
Reviewed By		In Compliance: YES NO*	
Program Office		*Notice of Corrective Action Sent ____/____/____	
Date	Telephone	Response Due ____/____/____	
On-Site	Desk Review	Response Received ____/____/____	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered or currently served by the program or facility, and list their percent by race, sex and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOE A recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age or disability. Entrances, waiting rooms, reception areas, restrooms and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the Florida State of Florida, Department of Elder Affairs or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms, and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504. 45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504. 45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d)).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

Social Media Policy

1.0 Purpose

The purpose of this policy is to establish guidelines for the use of social media. This policy must be followed in conjunction with the Department's Computer Use Policy #420.10, Chapter 60L-36, Conduct of Employees, Florida Administrative Code, and any other personnel policies regarding employee conduct.

2.0 Scope

This policy applies to employees, contracted employees, consultants, OPS, and volunteers, including all personnel affiliated with third parties, such as, but not limited to, Area Agencies on Aging and vendors. Any entity that uses the Department's computer resource systems must comply with this policy. This policy applies to use of personal social media accounts accessed from both personal and DOEA owned or leased computers and other wireless communication devices such as cell phones and personal digital assistants.

3.0 Policy

Social media is a term commonly used to describe websites and online tools which allow users to interact with each other by sharing information, opinions, knowledge and interests. Social media includes, but are not limited to, blogs, podcasts, discussion forums, Wikis, RSS feeds, video sharing, SMS (texting), social networks like MySpace, Facebook and Twitter, as well as content sharing networks such as flickr and YouTube.

The Department recognizes that social media are powerful communications tools that can be used to enhance services, promote collaboration, provide information and for personal enrichment. The Department respects the rights of employees to use these tools as a medium of self-expression. The Department also recognizes that permitting the use of such tools is not without risk, and has developed the following guidelines that employees must observe when using social media.

Please be aware that the Department's official electronic business is primarily conducted via the Department's email system therefore; if employees, contracted employees, consultants, OPS, and volunteers use social media to conduct official Department business then they must provide notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's or entity's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

4.0 Guidelines for Employees

4.1 Respect Department time and property: Use of Department computers and other wireless communication devices are designed and intended to assist the employee in the accomplishment of the employee's job assignments. Social networking must not interfere with the employee's timely performance of work obligations. Reasonable use of social media for personal use is permitted during breaks and lunch. Excessive use of social media during work hours is prohibited and may be grounds for disciplinary action as provided in Chapter 60L-36, Florida Administrative Code.

4.2 Confidential Information: Employees are prohibited from posting any confidential, proprietary, copyrighted, protected health information (PHI) or otherwise legally protected information or materials on their social networking accounts.

4.3 Respectful Communications: State Employees must remember to conduct themselves, on and off the job, in a manner that will not bring discredit or embarrassment to the state, its employees or agents. This includes online activity. See Rule 60L-36.005, Florida Administrative Code. Be respectful when using social media especially in communications and blogs related to or referencing the Department, an affiliate, or partner. Information exchanged on social networking sites can be accessed by vendors, suppliers, and business partners and can be kept on-line, in theory, forever.

- a. Employees are prohibited from using social networking accounts to harass, bully, threaten, libel, malign, defame, disparage, or discriminate against co-workers, managers, vendors, or anyone else. Behaviors that constitute harassment and bullying include, but are not limited to, comments that are derogatory with respect to race, religion, gender, sexual orientation, color, age, or disability; sexually explicit or suggestive, humiliating, or demeaning comments; threats to stalk, haze, or physically injure another employee.
- b. Supervisors, managers and administrators are cautioned to remember that if they “friend” subordinates, or subordinates of other supervisors, managers, and administrators they need to maintain the same appropriate professional relationship online as in the office.
- c. Employees are prohibited from writing about, posting pictures of, or otherwise referring to any other employees without their permission.
- d. Employees should refrain from using profane and vulgar language and avoid discussions of conduct that is prohibited by Department policies, such as alcohol or drug use on state property or during work hours.

4.4 Use Personal Email Addresses Only On Social Networking Sites: Department email addresses should be used only for work-related communications. The “elderaffairs.org” address attached to your name implies that you are acting on the Department’s behalf and all actions are public and subject to public records laws.

4.5 Remember You Are Responsible For What You Post: You are responsible for any of your online activity conducted either on your own computer or with a Department email address, and/or which can be traced back to the Department’s domain, and/or which uses Department assets, networks, and resources.

4.6 Disclaimers on Personal Sites: If you identify yourself as an employee of the Department, please remember to identify your views and opinions as your own. You must note that the views expressed are your own and do not necessarily reflect the views of the Department.

4.7 Monitoring: In conjunction with the Department’s Computer Use Policy, the Department reserves the right, at its discretion, to review any employee’s electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law and with this and other Department policies.

- a. Employees must understand that anything they post online from any computer is public and employees should not assume that they have a right to privacy with regards to

electronic communications that are sent, received, created, accessed, obtained, viewed, or stored on the Department's systems.

- b. As a matter of policy, however, the Department will not systematically monitor an employee's use of social media unless it is necessary for non-investigatory, work-related purposes, or for investigations of allegations of work-related misconduct.

5.0 Modifications: The Department reserves the right to modify, discontinue or replace the policy or any terms of the policy. The Department will endeavor to give notice of all changes to its Social Media Policy.

6.0 Enforcement: Any employee found to have violated this policy may be subject to disciplinary action, up to and including dismissal, as provided by Rule 60L-36.005, Florida Administrative Code.

7.0 Guidelines for Affiliates Hosting Social Network Sites: This policy applies to any organization or entity affiliated with the Department of Elder Affairs that chooses to maintain a social networking service using the Department's computer resource systems. Please remember that the Department's official electronic business is primarily conducted via the Department's email system and not through social media.

7.1 Development and Maintenance: Organizations or entities affiliated with the Department must use good judgment and professionalism when creating and maintaining a social networking page. Be cognizant that what is posted by the organization reflects on the Department.

7.2 Post Accurate Information: The organization or entity must post accurate information and promptly correct any misinformation posted.

7.3 Removal of Inappropriate Content: The organization must be responsible for screening and removing content that is offensive, rude, discriminatory, vulgar, libelous, or in any other respect violates this Department policy or its contracts.

7.4 Public Records: All content on the organization's or entity's page, including information about the organization's friends list, is subject to disclosure under Florida's Public Record Act. Therefore, the organization or entity must post a notice to the public that all communications may be subject to Florida's Public Records law. This includes content posted on an organization's or entity's page, as well as information about the organization's friends list, all of which may be disclosed pursuant to Chapter 119, Fla. Stats. 2010.

7.5 Retention of Records: The organization or entity is required to have the capacity to electronically archive or store all communications sent or received on social networking sites that involve Department business. Entities must follow the public records retention schedule as set forth in the State of Florida General Records Schedule for State and Local Government Agencies. The Department's Information Technology department is available to assist if needed.

7.6 Communications: Any communications on any social networking site regarding Department business is subject to Florida's Government in the Sunshine Law. For example, members of a council, board or commission may not engage on any social networking site in a discussion of matters that foreseeably will come before the council, board or committee for official action.

January 1, 2020 – December 31, 2022

Contract JM020-06-2022

ATTACHMENT VI

Provider's State Contracts List

REPORT PERIOD: From _____
To _____

PROVIDER INFORMATION:

Name: _____

Phone #: _____

Address: _____

Email: _____

FEID: _____

Contact: _____

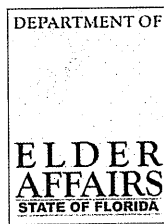
	Contract #	Contract/Program Name	State Agency/Program	Start Date	End Date	Description of Contract Purpose/Types of Services	Contract Manager	Phone #	Contract Amount
1									\$ -
2									\$ -
3									\$ -
4									\$ -
5									\$ -
6									\$ -
7									\$ -
8									\$ -
9									\$ -
10									\$ -
11									\$ -
12									\$ -
13									\$ -
14									\$ -
15									\$ -
16									\$ -
17									\$ -
18									\$ -
19									\$ -
20									\$ -
Total									

SIGNATURE: _____

DATE: _____

TITLE: _____

ATTACHMENT VII



BACKGROUND SCREENING

Affidavit of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- The term "employer" means any person or entity required by law to conduct background screening, including but not limited to, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Serving Health Insurance Needs of Elders Program, Service Providers, Diversion Providers, and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- A direct service provider is "a person 18 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities; and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of _____
Employer Name

located at _____
Street Address *City* *State* *ZIP code*

I, _____ do hereby affirm under penalty of perjury
Name of Representative

that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

 Signature of Representative

 Date

STATE OF FLORIDA, COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by
 _____ (Name of Representative) who is personally known
 to me or produced _____ as proof of identification.

 Print, Type, or Stamp Commissioned Name of Notary Public

 Notary Public

ATTACHMENT VIII

CONTRACTOR INFORMATION

CONTRACT # _____ CONTRACT PERIOD: _____

I. PLANNING & SERVICE AREA: II. COUNTIES TO BE SERVED:

III. GENERAL ADMINISTRATIVE INFORMATION

- a. Contractor:
Contractor Address:
Telephone:
Fax:
Website:
- b. Executive Director or Chief Administrator:
Telephone:
Email Address:
- c. President or Head of Governing Body:
Address:
Telephone:
Fax:
Email Address:
- d. Program Contacts:
- Name:
Title:
Telephone:
Email Address:
- Name:
Title:
Telephone:
Email Address:
- e. Fiscal Contacts:
- Name:
Title:
Telephone:
Email Address:
- Name:
Title:
Telephone:
Email Address:
- f. Person(s) authorized to sign reports and/or contracts:
- g. Agency's FEID Number: Agency's DUNS #
- h. AUDIT DUE DATE: Audit(s) are due by the end of the Ninth month following the end of the agency's fiscal year.
Contractor Fiscal Year: thru

ATTACHMENT VIII

Business Associate Agreement

This Agreement, made as by and between **Areawide Council on Aging of Broward County** (“Covered Entity”), a Florida corporation, and City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba Department of Active Aging (“Business Associate”).

WHEREAS, the Areawide Council on Aging of Broward County is a Covered Entity as defined in the Privacy Rule adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Privacy Rules).

WHEREAS, the Business Associate has been retained by the Covered Entity to perform a function, activity, or service on behalf of Covered Entity that requires the Business Associate have access to Protected Health Information (PHI).

WHEREAS, Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Privacy Rule, the Security Rule Health Information Technology for Economic and Clinical Health Act (HITECH), the Final Rules and any rules or guidance issued by the Secretary from time to time with respect to such security, privacy, use and disclosure requirements.

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

Section 1. Definitions.

- (a) Breach shall mean the acquisition, access, use or disclosure of protected health information in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the protected health information. For purposes of this definition, “compromises the security or privacy of the protected health information” means poses a significant risk of financial, reputational, or other harm to the individual.
- (a) HITECH shall mean Title XIII of the American Recovery and Reinvestment Act of 2009 (ARRA), called the Health Information Technology for Economic and Clinical Health (HITECH) Act, codifies and expands on many of the requirements promulgated by the Department of Health & Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to protect the privacy and security of protected health information (PHI).
- (b) Individual means the person who is the subject of protected health information 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) Privacy Officer shall mean Ramona Woods, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10213; email: woods@adrcbroward.org.

- (d) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (e) Protected Health Information or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (f) Required by Law shall have the same meaning as the term “required by law” in 45 CFR 164.103.
- (g) Secretary shall mean the Secretary of the Department of Health and Human Services or his designee.
- (h) Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI relating to the Covered Entity.
- (i) Security Officer shall mean Chris Delez, 5300 Hiatus Road, Sunrise, FL 33351, 954-745-9567, Ext. 10214; email: delezc@adrcbroward.org.
- (j) Security Rule shall mean the Health Insurance Reform: Security Standards at 45 CFR Parts 160, 162 and 164.
- (k) Underlying Agreement shall mean the services agreement executed by the Covered Entity and Business Associate, if any.
- (l) Unsecured PHI means PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under Section 13402 of Public Law 111-5 on the HHS website (45 CFR 164.402).

Section 2. Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- (a) Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than provided for by this Agreement.
- (b) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this Agreement.
- (c) Business Associate agrees to comply with the Security Rules, as required by HITECH, in a manner consistent with the Rule and regulations that may be adopted by relevant federal agencies, to keep all electronic PHI in a secure manner, as required under federal law.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any Security Incident of which it becomes aware. See “Reporting” contained in this Agreement.

- (e) Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to require that any Subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
- (f) Business Associate agrees to make available, in the time and manner designated by Covered Entity, PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's requirements under 45 CFR 164.524.
- (g) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. 164.522, except where such use, disclosure or request is required or permitted under applicable law.
- (h) Business Associate agrees that when requesting, using or disclosing PHI in accordance with 45 C.F.R. 502(b)(1) that such request, use or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. 164.514(e)(2) to accomplish the intended purpose of such request, use or disclosure as interpreted under related guidance issued by the Secretary from time to time.
- (i) Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity or take other measures as necessary to satisfy covered entity's obligations under 45 C.F.R. 164.526.
- (j) Business Associate agrees to make internal practices, books, and records including policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- (k) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (l) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with this agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
- (m) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that it is required to comply with the confidentiality, disclosure, breach notification, compliance, and re-disclosure requirements of HITECH, Privacy Rule and the Security Rule to the extent such requirements may be applicable.
- (n) Business Associate acknowledges that if it becomes aware of a "pattern of activity or practice" by Covered Entity, or any other Business Associate, that breaches a Business Associate Agreement, but fails to cure that breach, Business Associate shall immediately terminate the relevant agreement, or report the non-compliance to the United States Department of Health and Human Services' Office of Civil Rights.

- (o) Business Associate acknowledges that it is subject to compliance audits by the United States Department of Health and Human Services' Office of Civil Rights.
- (p) Business Associate shall comply with any and all regulatory requirements which may arise in the future to comply fully with the Privacy Rules, the Security Rule, ARRA, and HITECH, including, but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on sales of PHI, and updated marketing and fundraising restrictions. Business Associate shall require that any agent, including a subcontractor, shall also comply with the requirements set forth herein.
- (q) Business Associate acknowledges that, pursuant to HITECH, Business Associate, its employees and contractors, and any third party (and their employees, contractors, and further third parties) who may have access to or possession of the Covered Entity's PHI, are subject to regulatory oversight of the various federal and/or state agencies as a Business Associate, and may be subject to both civil and criminal penalties which may arise from violations of this Agreement, the Privacy Rules, the Security Rule, HITECH, and any rules or guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.
- (r) Business Associate agrees to provide the Covered Entity with notice of a Breach of Unsecured PHI pursuant to the requirements of 45 CFR 164.402. See "Reporting" contained in this Agreement.
- (s) To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 154, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- (t) Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

Section 3. Permitted Uses and Disclosures by Business Associate

- (a) Except as otherwise limited in this Agreement, Business Associate may use and/or disclose PHI only in a manner that is necessary to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- (b) Business Associate may use or disclose PHI as required by law.
- (c) Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.
- (d) Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (e) Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by

law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose(s) for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Section 4. Reporting

As described below, Business Associate shall report to the Covered Entity in writing (a) any use or disclosure of PHI not permitted under 45 CFR section 164, Subpart E, this Agreement, or by law, (b) any Security Incident of which it becomes aware and (c) any Breach of Unsecured PHI in accordance with HITECH, including 42 U.S.C.A. section 17932.

- (a) Reporting Security Incidents or Improper Uses or Disclosures. Business Associate shall make the report to the Covered Entity's Privacy Officer (or to the Security Officer in the event of a Security Incident) within 3 business days after Business Associate learns of such unauthorized use or disclosure or Security Incident. Business Associate's report shall: (1) identify the nature of the unauthorized use or disclosure or Security Incident including the date of the Security Incident or unauthorized use or disclosure and date of discovery; (2) identify the PHI affected; (3) identify who made or caused the unauthorized use and/or received the unauthorized disclosure and/or participated in the Security Incident, if known; (4) identify what Business Associate has done or shall do to mitigate any deleterious effect of the Breach, unauthorized use or disclosure or Security Incident; (5) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure or Security Incident; and (6) provide such other information, including a written report, as reasonably requested by the Privacy Officer or Security Officer. Any Security incident or unauthorized use or disclosure of PHI that is a Breach of Unsecured PHI shall be reported as required under subsection (b) below.
- (a) Notification of a Breach. Pursuant to HITECH, including 42 U.S.C.A. section 17932, and regulations under 45 CFR Parts 160 and 164, as amended, Business Associate shall provide written notice to the Covered Entity's Privacy Officer of any Breach of Unsecured PHI within 3 business days after Business Associate discovers the Breach. Business Associate shall conduct the risk assessment to determine whether a Breach occurred. Business Associate's report to the Covered Entity shall identify or describe: (1) the affected Individual(s) whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired or disclosed; (2) the incident, including the date of the Breach and the date of the discovery of the Breach, if known; (3) who made or caused the Breach/unauthorized use and/or received the unauthorized disclosure; (4) the types of Unsecured PHI involved in the Breach; (5) any specific steps the Individual(s) should take to protect him or herself from potential harm related to the Breach; (6) what the Business Associate is doing to investigate the Breach, to mitigate losses and to protect against further Breaches; (7) contact procedures for how the Individual(s) can obtain further information from Business Associate; and (8) such other information, including the risk assessment analysis prepared by Business Associate, as reasonably requested by the Covered Entity's Privacy Officer.

Section 5. Obligations of Covered Entity

- (a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

- (a) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures under this Agreement.
- (b) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this Agreement.
- (c) With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been accessed, acquired, used or disclosed as a result of such breach, except when law enforcement requires a delay pursuant to 45 CFR 164.412:
 - 1. Without unreasonable delay and in no case later than 60 days after discovery of a breach.
 - 1. By notice in plain language including and to the extent possible: a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known; a description of the types of Unsecured PHI that were involved in the breach; any steps Individual(s) should take to protect themselves from potential harm resulting from the breach; a brief description of what the Covered Entity involved is doing to investigate the Breach, mitigate the harm to Individual(s), and to protect against any further Breaches; and, contact procedures for Individual(s) to ask questions or learn additional information which shall include a toll-free telephone number, an e-mail address, web site or postal address.
 - 2. Use a method of notification that meets the requirements of 45 CFR 164.404(d).
 - 3. Provide notice to the media when required under 45 CFR 164.405 and to the Secretary pursuant to 45 CFR 164.408.

Section 6. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy & Security Rule if done by Covered Entity.

Section 7. Term and Termination

- (a) Term. The Term of this Agreement shall be effective as of the date the Covered Entity signs this Agreement, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (1) provide an opportunity for Business Associate to cure the breach and then terminate the Underlying Agreement if Business Associate does not cure the breach within time period specified by the Covered Entity or (2) terminate the Underlying Agreement immediately. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination. (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all

PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate and subcontractors shall retain no copies of the PHI. (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties, that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

Section 8. Miscellaneous

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy & Security Rule means the section as is currently effect or as may be amended from time to time, and for which compliance is required.
- (a) Indemnification. Business Associate shall release, defend, indemnify and hold Covered Entity harmless from and against any claims, fees, losses, and costs, including, without limitation, reasonable attorneys' fees and costs, that Covered Entity may sustain as a result of, or arising out of (i) a breach of this Agreement by Business Associate or its agents or Subcontractors, including, but not limited to, any unauthorized use, disclosure or breach of PHI, (b) Business Associate or its subcontractor's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitation, failure to perform Business Associate's obligations under this Agreement, the Privacy Rule or the Security Rule or any other applicable law or rule.
- (b) Remedies. The parties acknowledge that breach of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- (c) Amendment. The parties agree to take such action as is necessary to amend this Agreement and the Underlying Agreement if necessary from time to time as is necessary to comply with the requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act, ARRA the HITECH Act, the HIPAA rules and any other applicable laws. Regardless of written amendment to this Agreement or the Underlying Agreement, the parties agree to comply with all applicable laws
- (d) Survival. The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and/or Underlying Agreements, as shall the rights of access and inspection of Business Associate by Covered Entity.
- (e) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Rules, HIPAA, ARRA, the HITECH Act, the HIPAA Rules and any other applicable law.
- (f) Governing Law; Conflict. This agreement shall be enforced and construed in accordance with the laws of the State of Florida. Jurisdiction of any litigation with respect to this Agreement shall be in Florida, with venue in a court of competent jurisdiction located in Pinellas County. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

- (g) Notices. Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
- (h) Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- (i) Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

Areawide Council on Aging of Broward County (Covered Entity):

Pauline Grant
Signature of Authorized Representative

12/31/19
Date

PAULINE GRANT
Printed Name

PRESIDENT
Title

Contractor (Business Associate):

City of Deerfield Beach, Florida / Northeast Focal Point Senior Center dba
Department of Active Aging

227 NW 2nd Street, Deerfield Beach, FL 33441
Address

954-480-4449
Phone

Donna DeFranzo
Signature of Authorized Representative

12/3/19
Date

Donna DeFranzo
Printed Name

Director of Active Aging
Title



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1050

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the ranking and award of Request for Proposals #22-06-JW for citywide electrical services; authorizing execution of agreements with the three ranked responsive and responsible firms, C.W. Fischer Electric, Inc., Gerhold Electric, Inc., and Miller Electric Company, for electrical services on an as needed basis for two year terms with three additional one year renewal terms; providing for implementation and an effective date. (Funds from Account #001-5060-519-31-03 - Electrical Services & Account #108-5050-541-33-06 - Street Lighting)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$55,000.00

Account Name: ELECTRICAL SERVICES

Account Number: 001-5060-519-31-03

Costs: \$125,000.00

Account Name: STREET LIGHTING

Account Number: 108-5050-541-33-06

Background/History

The City of Deerfield Beach, Florida (the "City") issued Request for Proposals (RFP) for Citywide Electrical Services, RFP #22-06-JW, inviting qualified and experienced licensed Electrical Contractor(s) to submit Proposals to the City for the provision of electrical services. This is a time and materials contract for electrical services on an as needed basis. The electrical services shall include but are not limited to service calls, emergencies, scheduled repairs, and maintenance as required by the City.

Contractors assure proper compliance with the following standards:

- i. National Electrical Code (NEC);
- ii. Underwriters' Laboratories, Inc. (UL) Labeling; and
- iii. Conformance with any other applicable codes and standards.

The Contractor shall be available 24 hours/7 days a week. The Contractor shall be responsible for responding to multiple service calls as required by the City. The Contractor shall provide and maintain the proper equipment and tools to complete the work as requested by the City. Non-emergency requests for services must be on site within one (1) working day and emergency

requests for services 24 hours/7 days a week must be on site within two (2) hours of the request, regardless of time or day, including holidays.

Current Activity

The Purchasing and Contract Administration Division recently issued Request for Proposals #22-06-JW for Citywide Electrical Services (the "RFP"). This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

The RFP was advertised in the legal notices section of the Sun-Sentinel on October 11, 2021. The notice was also sent to 228 prospective officers via e-Procurement Marketplace. The solicitation was also advertised on DemandStar with a link to the eProcurement Marketplace. Ten vendors viewed the documents of the RFP. On November 1, 2021, at 1:00 PM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed three proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.

Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation package that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets. The Evaluation Committee consisted of Hamid Nikvan, Assistant Director, Environmental Services; Will Lackwood, Engineering Technician, Environmental Services; and Kenton Smith, Manager, Parks and Recreation.

Each evaluation committee member independently reviewed and scored the submittals according to the weight stated in the RFP prior to the public evaluation meeting held on Wednesday, November 10, 2021, at 10:00 AM. The proposals were evaluated based on six weighted criteria. The proposals were ranked as 1. C.W. Fischer Electric, Inc. 2. Gerhold Electric, Inc. 3. Miller Electric Company.

The evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award contracts to C.W. Fischer Electric, Inc., Gerhold Electric Inc., and Miller Electric Company.

Reference checks were conducted on C.W. Fischer Electric, Inc., Gerhold Electric Inc., and Miller Electric Company., which revealed positive ratings.

The initial contract term will be for two years with the option to renew for three additional one-year periods.

Recommendation

The Evaluation Committee is recommending that the City Commission approve the resolution to award contracts to the three proposers: C.W. Fischer Inc., Gerhold Electric Inc., and Miller Electric Company, and authorize the City Manager to execute the contract.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE RANKING AND AWARD OF REQUEST FOR PROPOSALS #22-06-JW FOR CITYWIDE ELECTRICAL SERVICES; AUTHORIZING EXECUTION OF AGREEMENTS WITH THE THREE RANKED RESPONSIVE AND RESPONSIBLE FIRMS, C.W. FISCHER ELECTRIC, INC., GERHOLD ELECTRIC, INC., AND MILLER ELECTRIC COMPANY, FOR ELECTRICAL SERVICES ON AN AS NEEDED BASIS FOR TWO YEAR TERMS WITH THREE ADDITIONAL ONE YEAR RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) desires to enter into agreements for citywide electrical services (the “Services”); and

WHEREAS, the City issued Request for Proposals No. 22-06-JW for Citywide Electrical Services (the “RFP”); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun Sentinel on October 11, 2021, and the notice was also sent to 228 prospective respondents via the e-Procurement Marketplace; and

WHEREAS, 10 firms viewed the RFP documents; and

WHEREAS, on November 1, 2021 at 1:00 p.m., the due date and time for the responses, the Purchasing and Contract Division (the “Division”) closed and unsealed the three proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee independently reviewed and scored the responsive proposals in accordance with the weighted criteria stated in the RFP prior to the first evaluation committee meeting; and

WHEREAS, the evaluation meeting was held on November 10, 2021 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to recommend award to the three ranked firms: C.W. Fischer Electric, Inc. (“Fischer”), Gerhold Electric, Inc. (“Gerhold”), Miller Electric Company (“Miller”); and

WHEREAS, the evaluation committee recommends that the City Commission approve the ranking and award of the RFP to the three ranked firms Fischer, Gerhold, and Miller, and authorize execution of agreements with Fischer, Gerhold, and Miller for the provision of the Services on an as needed basis for two year terms with three additional one year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the award of the RFP to Fischer, Gerhold, and Miller for the Services on an as needed basis.

Section 3. The City Manager is hereby authorized to execute agreements with Fischer, Gerhold, and Miller for the Services, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Memorandum

TO: Priscilla Cygielnik, Director of Environmental Services
FROM: Jeremin Worlds, Senior Buyer
THRU Ivelsa Guzman, Purchasing Manager
DATE: November 16, 2021
RE: **Citywide Electrical Services, RFP #22-06-JW**

The Purchasing and Contract Administration Division recently issued a Request for Proposals (RFP) for Citywide Electrical Services, RFP #22-06-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on October 11, 2021.
- The notice was also sent to two hundred and twenty-eight (228) prospective Offeror's via the e-Procurement Marketplace.
- The solicitation was also advertised on DemandStar with a link to the eProcurement Marketplace.
- Ten (10) vendors viewed the documents of the RFP.
- On November 1, 2021, at 1:00 PM, the due date and time, the Purchasing and Contract Administration Division closed and unsealed three (3) proposals. The proposals were reviewed by the Purchasing and Contract Administration Division to ensure the proposals met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals according to the weighted stated in the RFP prior to the public evaluation meeting held on Wednesday, November 10, 2021, at 10:00 AM with face-to-face and/or virtual attendance via Zoom.
- The Evaluation Committee consisted of Hamid Nikvan, Assistant Director, Environmental Services; Will Lackwood, Engineering Technician, Environmental Services; and Kenton Smith, Manager, Parks and Recreation.
- The proposals were evaluated based on the following weighted criteria:

Criteria	Weight
Qualifications and Experience of Principals and Staff including Structure, Organization, Background, Resources, Personnel Experience	3

History and Past Performances of Similar Projects, to include Competence and Ability in Engineering/Urban Streetscape Design	3
Hourly Rate per hour of service plus proposed mark-up for Parts, Materials, or Equipment Rental	2
Understanding of the Project and Work Tasks	2
Availability of Personnel, Facilities and Equipment	2
Price	1

- The proposals were ranked as follows:

Ranking	Hamid Nikvan	Kenton Smith	Will Lackwood	Total	Ranking
C.W. Fischer Electric, Inc.	105 / ¹	110 / ¹	122 / ¹	3	1
Gerhold Electric Inc.	101 / ²	104 / ²	115 / ³	7	2
Miller Electric Company	81 / ³	83 / ³	117 / ²	8	3

- After Committee Members discussion of the proposals and their independent review, Kenton Smith changed his scores as reflected below:

Ranking	Hamid Nikvan	Kenton Smith	Will Lackwood	Total	Ranking
C.W. Fischer Electric, Inc.	105 / ¹	114 / ¹	122 / ¹	3	1
Miller Electric Company	101 / ²	104 / ²	115 / ³	7	2
Gerhold Electric Inc.	81 / ³	85 / ³	117 / ²	8	3

- Gerhold Electric Inc., provided evidence for the Disadvantage Business Enterprise Program stated in the RFP documents, which allows their scores to be adjusted upward by five percent as shown below.

Ranking	Hamid Nikvan	Kenton Smith	Will Lackwood	Total	Ranking
C.W. Fischer Electric, Inc.	105 / ¹	114 / ¹	122 / ²	4	1
Gerhold Electric Inc.	85.05 / ³	89.25 / ³	122.85 / ¹	7	2
Miller Electric Company	101 / ²	104 / ²	115 / ³	7	3

- Following the revised ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to C.W. Fischer Electric, Inc., Gerhold Electric Inc., Miller Electric Company.
- Reference checks were conducted on C.W. Fischer Electric, Inc., Gerhold Electric Inc., Miller Electric Company., and revealed positive ratings.
- The initial contract term shall be two (2) years with the option to renew for three (3) additional one (1) year periods.

- Documentation related to this solicitation may be obtained by emailing Sandra Francis at sfrancis@deerfield-beach.com. You may contact the Purchasing and Contract Administration Division at 954-480-4381 with any questions.

In summary, the Evaluation Committee is recommending approval of three Proposers C.W. Fischer, Inc., Gerhold Electric Inc., Miller Electric Company.

Please use this memorandum and all attachments as backup to the City Manager for the December 7th, 2021, Commission Meeting.

Att: Tabulation Sheets, Tab Summary, and Scope of Service.

Cc: Hamid Nikvan, Assistant Director, Environmental Services

Event Number	22-06-JW Addendum 1	Organization	City of Deerfield
Event Title	Citywide Electrical Services The City of Deerfield Beach, Florida (the City) invites qualified and experienced Electrical Contractors to submit Proposals to provide the City with Citywide Electrical Services. It is the intention of the City to make an award to multiple Proposers	Workgroup	Purchasing Dept.
Event Description		Event Owner	Jeremin Worlds jworlds@deerfield-
Event Type	RFP	Email	beach.com
Issue Date	10/11/2021 11:45:27 AM (ET)	Phone	(954) 480-4415
Close Date	11/1/2021 01:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
C.W. Fischer Electric, Inc.	Pompano Beach	FL	10/31/2021 11:34:00 AM (ET)	19	\$1,615.00
Gerhold Electric Inc.	Sunrise	FL	10/31/2021 12:54:27 PM (ET)	24	\$2,070.00
Miller Electric Company	Deerfield Beach	FL	11/1/2021 12:19:07 PM (ET)	21	\$3,894.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

				C.W. Fischer Electric, Inc.		Gerhold Electric Inc.		Miller Electric Company	
				Total Price	\$1,615.00	Total Price	\$2,070.00	Total Price	\$3,894.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Hourly Cost on labor during normal business hours, 8:01a.m. to 5:00 p.m., Monday through Friday, Excluding Holidays.	1	hr	<u>\$170.00</u>	\$170.00	\$210.00	\$210.00	\$248.00	\$248.00
1.1	Master Electrical Contractor	1	hr	<u>\$80.00</u>		\$100.00		\$105.00	
1.2	Journeyman Electrician	1	hr	<u>\$60.00</u>		\$75.00		\$83.00	
1.3	Apprentice Electrician	1	hr	<u>\$30.00</u>		\$35.00		\$60.00	
2	Hourly Cost on labor after normal business hours, 5:01 p.m. to 8:00 a.m., Monday through Friday, Excluding Holidays.	1	hr	<u>\$255.00</u>	\$255.00	\$312.50	\$312.50	\$305.00	\$305.00
2.1	Master Electrical Contractor	1	hr	<u>\$120.00</u>		\$150.00		<u>\$120.00</u>	
2.2	Journeyman Electrician	1	hr	<u>\$90.00</u>		\$110.00		\$105.00	
2.3	Apprentice Electrician	1	hr	<u>\$45.00</u>		\$52.50		\$80.00	
3	Hourly Cost on labor weekends, Saturday and Sunday, regardless of time, excluding holidays.	1	hr	<u>\$255.00</u>	\$255.00	\$312.50	\$312.50	\$305.00	\$305.00
3.1	Master Electrical Contractor	1	hr	<u>\$120.00</u>		\$150.00		<u>\$120.00</u>	
3.2	Journeyman Electrician	1	hr	<u>\$90.00</u>		\$110.00		\$105.00	
3.3	Apprentice Electrician	1	hr	<u>\$45.00</u>		\$52.50		\$80.00	
4	Hourly Cost on labor Holidays (Observed by the City), regardless of the time.	1	hr	<u>\$255.00</u>	\$255.00	\$312.50	\$312.50	\$385.00	\$385.00
4.1	Master Electrical Contractor	1	hr	<u>\$120.00</u>		\$150.00		\$150.00	
4.2	Journeyman Electrician	1	hr	<u>\$90.00</u>		\$110.00		\$130.00	
4.3	Apprentice Electrician	1	hr	<u>\$45.00</u>		\$52.50		\$105.00	
5	Hourly Cost on labor for Emergency Request.	1	hr	<u>\$255.00</u>	\$255.00	\$312.50	\$312.50	\$305.00	\$305.00
5.1	Master Electrical Contractor	1	hr	<u>\$120.00</u>		\$150.00		<u>\$120.00</u>	
5.2	Journeyman Electrician	1	hr	<u>\$90.00</u>		\$110.00		\$105.00	
5.3	Apprentice Electrician	1	hr	<u>\$45.00</u>		\$52.50		\$80.00	
6	Percentage mark-up above Contractor's cost for parts and/or materials used during the performance of the work.	1	EA	10.0%		20.0%		10.0%	
7	Required equipment and other equipment (owned or rented) hourly cost.	1	hr	<u>\$425.00</u>	\$425.00	\$610.00	\$610.00	\$2,346.00	\$2,346.00
7.1	Required Equipment: Bucket Truck, Minimum 45 feet in height.	1	hr	\$85.00		\$95.00		<u>\$45.00</u>	
7.2	Required Equipment: Man Lift, Minimum 110 feet in height.	1	hr	\$240.00		<u>\$125.00</u>		\$1,500.00	
7.3	Required Equipment: Scissor Lift, Minimum 40 feet in height.	1	hr	\$100.00		<u>\$65.00</u>		\$525.00	
7.4	Hourly Cost of Other Equipment: Please indicate in the line item notes the equipment description and if you own or rent this equipment.	1	hr			<u>\$65.00</u>		\$120.00	

7.5	Hourly Cost of Other Equipment: Please indicate in the line item notes the equipment description and if you own or rent this equipment.	1	hr		<u>\$65.00</u>	\$156.00
7.6	Hourly Cost of Other Equipment: Please indicate in the line item notes the equipment description and if you own or rent this equipment.	1	hr		<u>\$35.00</u>	
7.7	Hourly Cost of Other Equipment: Please indicate in the line item notes the equipment description and if you own or rent this equipment.	1	hr		<u>\$35.00</u>	
7.8	Hourly Cost of Other Equipment: Please indicate in the line item notes the equipment description and if you own or rent this equipment.	1	hr		<u>\$125.00</u>	

SCOPE OF WORK

1. General

- a. The City of Deerfield Beach, Florida (the City) invites qualified and experienced licensed Electrical Contractor(s) to submit Proposals to provide the City with Electrical Services. It is the intention of the City to make an award to Proposer(s) who will best serve the interests of the City. This is a time and materials contract for electrical services.
- b. The Electrical Services shall pertain to all but not limited to service calls, emergencies, scheduled repairs and maintenance as required by the City.
- c. Contractor assure proper compliance with the following standards:
 - i. National Electrical Code (NEC)
 - ii. Underwriters' Laboratories, Inc. (UL) Labeling
 - iii. Conformance with any other applicable codes and standards

2. Minimum Qualifications

Proposers responding to this RFP shall satisfy all of the following:

- a. Shall have been in continuous business in the state of Florida for a minimum of the past five (5) years from the date this RFP is due;
- b. Shall have a Miami-Dade County or Broward County or Palm Beach County office for a minimum of the past five (5) years from the date this RFP is due;
- c. Shall have been in business as an Electrical Contractor for a minimum of the past five (5) years from the date this RFP is due;
- a. Shall be licensed as an Electrical Contractor and provide proof of the ability to meet the requirements outlined in the RFP with respect to available labor and equipment.
- b. Shall confirm work experience similar in scope and scale with a minimum of three (3) references.
- c. Overall expertise and technical competence of the firm in the required qualifications.
- d. Professional qualifications, certifications and capacity of staff assigned to accomplish the work.
- e. Ability to perform the services expeditiously at the request of the City. Location and availability of technical support people and assigned project manager to the City.

3. City's Responsibilities

- a. The City shall be responsible for providing access to the City facilities in order for the Contractor to perform the required services.
- b. The City shall be responsible to provide parking for unloading tools and equipment at the job site to perform the required services.
- c. The City shall allow access to restroom facilities.

- d. The City's Facilities Manager or designee will determine when the services performed are satisfactorily completed.

4. Contractor's Responsibilities

- a. The Contractor shall provide but not limited to all labor, parts and/or materials, equipment, tools, travel, licenses, insurances, permits and incidentals to repair, install, remove, maintain and perform electrical services for various City facilities in accordance with the scope of services, terms and conditions of the RFP.
- b. The Contractor shall maintain at least two (2) licensed electricians on staff at all times.
- c. The Contractor shall provide and maintain the proper equipment and tools to complete the work as requested by the City.

5. Call-Out Procedures

- a. The Contractor shall be available 24 hours/7 days a week. The Contractor shall provide contact information for main office phone numbers, cellular numbers and e-mails for service calls.
- b. The Contractor shall be responsible to dispatch the proper level of Electricians (Master Electrician, Journeyman Electrician and Apprentice Electrician) for each service call. The Contractor shall only dispatch their staff having the minimum requirements to complete each job to avoid unnecessary labor costs for the City. The City shall only be responsible for paying the minimum labor costs based on the work required, unless mutually agreed upon by the Contractor and the City prior to dispatch. i.e.: Minor repairs such as replacing light bulbs would not require a Master Electrician. If a Master Electrician is dispatched for any minor repairs the City shall not be charged the hourly rate of the Master Electrician.
- c. The Contractor shall provide the City with a firm written estimate for projects other than basic or emergency repairs of the total price to complete each job based on the hourly rates and parts and/or materials mark-up set forth in the Proposal Schedule. Verbal estimates may be acceptable for small service projects at the discretion of the City's Facilities Manager or designee and/or the City's Division Operations Manager of Environmental Services or his designee whoever is requesting the service. The Contractor shall provide the estimates prior to beginning any work. The City's Facilities Manager or designee and/or the City's Division Operations Manager of Environmental Services or his designee shall be notified immediately should any job estimate change while the work is in progress.
- d. The Contractor shall be responsible to respond to multiple service calls as required by the City. The Contractor shall provide at least 2 services simultaneously.

6. Response Time

- a. Non-emergency requests for services must be on site within one (1) working day (Monday through Friday, 8:01 a.m. to 5:00 p.m., excluding holidays).
- b. Emergency requests for services 24 hours/7 days a week must be on site within two (2) hours of request regardless of time or day, including holidays.
- c. The City's Facilities Manager or designee shall be advised of the Contractor's schedule for arrival time within one (1) hour of the initial request by the City.

- d. All work required to correct any problems diagnosed by the Contractor shall be approved by the City's Facilities Manager or designee prior to work being performed.
- e. If any job cannot be completed in one (1) working day, then the work area must be cleaned and secured at the end of the workday. No tools, equipment or materials are to be left unsecured without the Contractor's personnel being present.
- f. All work performed shall be completed in accordance with all Federal, State and Local codes and regulations.
- g. Following the completion of any new installations or upon the City's request "as-built drawings" shall be submitted if any electrical changes are made.
- h. Written invoices shall be submitted for all jobs at their final completion within forty-eight (48) hours following the close of the next immediate business day.
- i. The Contractor shall not use the restroom facilities to wash tools and/or equipment.
- j. The Contractor shall provide service tickets with the following information:
 - i. Description of problem
 - ii. Description of service performed
 - iii. Location where service was performed
 - iv. Parts and/or material used, if any
 - v. Name and certification level of Electrician(s) who performed the service
 - vi. Date of service (start and completion time)
 - vii. Signature of an authorized City employee

7. Required Services and Equipment

The Contractor must be able to repair, install, remove, maintain and perform the following required services and equipment:

- a. Install electrical junction boxes.
- b. Install and repair lights, outlets, plugs, etc.
- c. Repair wiring breaks and short breaks inside and outside structures with a subcontractor if required to return structures to their pre-work conditions.
- d. Replace exterior lights, LED, incandescent and all lights required by the City.
- e. Troubleshoot undiagnosed electrical issues.
- f. Repair and replace electrical conduit and wiring for ground level electrical boxes.
- g. Install or retrofit electrical fixtures in or on existing structures and return to a finished state.
- h. Design and install electrical systems for commercial and residential structures.
- i. Provide other typical electrical services and skills as required by the City.
- j. Repair and replace streetlights, ball field lighting, parking lot lighting, indoor/outdoor facilities lighting and other electric services above ground level requiring the following lift equipment.

8. Equipment:

Equipment up to and including those items listed below are considered overhead items covered under the labor rate bid. Specialty trade items for which additional charges are appropriate must be approved on a case-by-case basis. **Overhead Equipment Covered Under Labor Rate:**

- a. Scissor Lift, minimum 40 feet in height to perform indoor/outdoor facilities lighting repairs and other electrical repairs as needed.
- b. Bucket Truck / Aerial Lift truck minimum 45 ft in working height to perform streetlight, parking lot lighting and other electrical repairs as needed.
- c. Crane / Man Lift, minimum 110 feet in height to perform ball field lighting repairs and other electrical repairs as needed.

9. Parts and/or Materials

- a. In addition to the hourly rate per hour for service, the Contractor shall charge the City the actual cost plus the mark-up proposed for parts and/or materials used in each service request. Documentation for the cost of parts and/or materials, such as copies of invoices for the parts and/or materials or other valid documentation shall be furnished to the City with invoice. The cost-plus mark-up for parts and/or materials shall not exceed the percentage indicated in proposal.
- b. The City reserves the right to order parts and/or materials from other sources in its best interests.

10. Quality Assurance

All the Contractor's employees shall be competent and highly skilled in their particular job requirements in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the workmanship on the job throughout the duration of their responsibilities.

11. Personnel

- a. Contractors personnel used on City service calls shall be in uniforms with the company's name, clean, courteous, sober and competent in performing the work. All Contractors' personnel, dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform. The Contractor's personnel shall be required to speak, read and write in English so that the City can communicate in an efficient manner.
- b. The City may, in its sole and absolute discretion, require the Consultant to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interests of the City. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Consultant to immediately address upon the City's notification to the Consultants supervisory staff on-site or the managerial point of contact designated to the contract.

12. Vehicles

Contractor's vehicles used on City service calls shall be clean and presentable and identified with the name of the company and proper licensing.

13. Damage to Property

- a. The Contractor shall be responsible for all damage to property whether it is accidental or necessary for the duration of the contract.
- b. The Contractor and its subcontractor(s) shall repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.
- c. The City reserves the right at its sole and absolute discretion, to repair any damages created by the Contractor and deduct the actual cost of repairs from their payment.

14. Maintenance of Pedestrian and Vehicle Traffic

- a. The Contractor shall be responsible for protection from pedestrian and vehicle traffic while performing the required services. The Contractor shall provide warning signs and/or barricades as needed.
- b. The Contractor shall perform all services using an MOT plan and with the least amount of impact on traffic, residential activities and City operations.
- c. The Contractor shall abide by all Florida Department of Transportation (FDOT) and Occupational Safety and Health Association (OSHA) regulations for any roadside work required by the City.

15. Safety Measures

- a. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all time all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by his/her operation and work in progress must be posted
- b. All employees of contract shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity.

16. Storage of Materials

- a. The contractor must provide for own storage of materials and equipment, if needed. No on-site storage is permitted at the work area or other public areas.
- b. Safeguarding of all Contractor-owned equipment, tools, materials, vehicle is the responsibility of the contractor and employees. The City of Deerfield Beach assumes no direct or implied responsibility for theft, vandalism, injury or other undesirable actions occurring to or performed with any Contractor-owned materials.

17. Guarantee

The successful proposer will be required to guarantee all materials and workmanship for a period of ninety (90) days from acceptance by the City, and repairs and replacements necessary during the guarantee period shall be made by the successful proposer expense.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1063

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Christian Love Fellowship Church for the monthly CLF Church Flea Market Event located at 297 SW 10th Street, every first Saturday of the month from 8 am to 2 pm; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach received an application from Christian Love Fellowship ("CLF") Church to hold monthly flea markets on their property at 297 SW 10th St. They are requesting these to be held on the first Saturday of each month from 8:00AM to 2:00PM. CLF is a religious organization and is non-profit. They started these events in October and would like to continue them for the next year.

Current Activity

Section 2-548(a) of the City Code limits organizations to three special events per year, unless approved by the City Commission, provided that there be 90 days in between such special events and also limits a special event to no more than four consecutive days, unless waived or modified by the City Commission. CLF Church has been hosting these flea markets since October. In order to continue holding the flea market every month, CLF Church is requesting the City Commission waive the limits set forth in Section 2-548(a).

Recommendation

Staff recommends approval of the Special Event application for CLF Church and waiver of the limits set forth in Section 2-548(a).

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY CHRISTIAN LOVE FELLOWSHIP CHURCH FOR THE MONTHLY CLF CHURCH FLEA MARKET EVENT LOCATED AT 297 SW 10TH STREET, EVERY FIRST SATURDAY OF THE MONTH FROM 8 AM TO 2 PM; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Christian Love Fellowship (“CLF”) Church (the “Applicant”) intends to hold a flea market every first Saturday of the month from 8:00 a.m. to 2:00 p.m. (the “Event”) at CLF Church located at 297 SW 10th Street, in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of a flea market to raise funds for CLF Church; and

WHEREAS, Section 2-548(a) of the City Code limits organizations to three special events per year, unless approved by the City Commission, provided that there be 90 days in between such special events and also limits a special event to no more than four consecutive days, unless waived or modified by the City Commission; and

WHEREAS, the Applicant is requesting a waiver of the limits set forth in Section 2-548(a) of the City Code (the “Waiver”); and

WHEREAS, Staff recommends approval of the Event, including the Waiver; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to compliance with all applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Waiver from the frequency limits set forth in Section 2-548(a) of the City Code for the Event.

Section 3. The Application for the Event is hereby approved, subject to compliance with all applicable federal, state, and local laws, the City’s special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



Deerfield Beach
Florida

SPECIAL EVENT APPLICATION

Application Information

Organization Name:	CLF Church	Today's Date:	Jul 19, 2021
Contact Name:	Pastor Tony Guadagnino	Email Address:	pt@clfdeerfield.com
Contact Phone (Home):	954-428-8980	Contact Phone (Cell):	954-673-7769
Address:	297 SW 10th Street	Fax:	
City:	Deerfield Beach	State:	FL
		Zip Code:	33441
Is this Organization ☐ For Profit ☒ Nonprofit*			
*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.			

Event Information

Name of Event:	CLF Church Flea Market	Event Date:	monthly 1st Sat
Event Address:	297 SW 10th Street	City:	Deerfield Beach
State:	FL	Zip Code:	33441
		Event Category:	Fundraiser

Purpose of Event: To Raise funds for our church

Description of Event: Monthly flea market in our parking lot

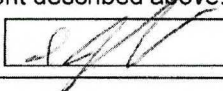
	Date	Day	Start Time	End Time	Anticipated Attendance
Setup		1st			
Event Day 1	10/2/2021	Saturday	8:00	14:00	100
Event Day 2		Every month			
Event Day 3					
Break Down					

of years event has been in existence? 0 Past Attendance: 0

Previous Location(s): n/a

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner:  Date: Jul 19, 2021 Phone: 954-673-7769

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. N/A														
	Will your event require the use of the beach?		☐ Yes ☒ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☐ Yes ☒ No												
	Will you require the use of additional City staff/equipment?		☐ Yes ☒ No												
	Will you require parking spaces in Main Beach Parking Lot?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting? n/a														
	Will you require parking spaces along Ocean Way?		☐ Yes ☒ No												
	If yes, how many spaces are you requesting? n/a														
	Will you require parking spaces at the Pier Parking Lot?		☐ Yes ☒ No												
If yes, how many space are you requesting? n/a															
Will your event require use of the City Showmobile?*		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☒ Yes ☐ No													
If yes, what fees are you requesting waived?		permit fee													
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☐ Yes ☒ No		Number of Food Vendors: 0												
	Where will the food be prepared? 	Method used for cooking: 													
	Vendor list provided to the City?		☐ Yes ☒ No												
	Food vendors have all permits/licenses required?		☐ Yes ☒ No												
	Number of other vendors: 	Vendor list provided to the City? ☐ Yes ☐ No													
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☒ No												
If yes, has liquor license been issued?		☐ Yes ☐ No													
Additional BSO/Building Requirements	*If you answer yes to any of the below questions, a permit may be required*														
	Will you be using any tents for your event?		☐ Yes ☒ No												
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Tent Size</th> <th style="width: 20%;"># of Tents</th> <th style="width: 50%;">Tent Location</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>			Tent Size	# of Tents	Tent Location									
	Tent Size	# of Tents	Tent Location												
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited														
	Will you be using a stage for your event?		☐ Yes ☒ No												
	Will your event require electricity?		☐ Yes ☒ No												
Type of electrical power to be used: N/A															
Will a generator be used? ☐ Yes ☒ No		Size of Generator: 													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☐ Yes ☒ No													
Type of fuel source: N/A															

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No																			
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos																			
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No																			
	Type of amusement ride: N/A																			
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No n/a																			
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.																			
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No																			
Promotion Materials	Company Name: 		Contact Person: 																	
	Contact Number: 	Will safety equipment be used? ☐ Yes ☐ No																		
	Is your event listed on the web? ☐ Yes ☒ No Provide URL address: n/a																			
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☐ Other Promotional Signs/Banners: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td>on property</td> <td>2 x 8</td> <td>only on day of event</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> Directional Signs: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Location:</th> <th style="width: 20%;">Size:</th> <th style="width: 30%;">Description:</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Location:	Size:	Description:	on property	2 x 8	only on day of event				Location:	Size:	Description:					
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Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No																			
	How are the proceeds being used? 																			
	Name of benefiting organization: 																			
	Contact Person: 	Contact Phone Number: 																		



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

CLF CHURCH (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 20 day of July 2019

[Signature]

Applicant Signature

Tony GUARDAGNINO

Print Name

PRES.

Title

Witnesses

[Signature]

Signature

JOHN KORBEL

Print Name

7/19/21

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1062

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by I Am Kingdom Ministries International for the Joy Fest 2021 Event at 432 SW 10th Court, on Saturday December 18, 2021 from 2:00 pm to 8:00 pm; approving a waiver of fees; providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Waived Fee: \$50 permit fee, \$250 showmobile fee, plus \$1,210 for a total of \$1,510

Account Name: Showmobile Rental

Account Number: 001-0000-347-5913

Background/History

The City received an application from I Am Kingdom Ministries International (the "Applicant") for its Joy Fest 2021 Event on December 18, 2021 at 432 SW 10th Ct. from 2:00 PM to 8:00PM (the "Event"). The Event is from 2:00 PM to 8:00 PM; however, the Applicant is requesting rental of the Showmobile from 10:00 AM to 9:00PM. The Event will consist of community outreach, a health fair, a toy drive, and a gospel concert. The Applicant is requesting a waiver of fees in the total amount of \$1,510 (the "Fee Waiver"), broken down as follows:

- Special Event Permit Fee - \$50
- Showmobile rental - \$250
- Associated Showmobile labor fees - \$110 per hour, for 11 hours, for a total of \$1,210

Recommendation

Staff recommends City Commission consideration of the Event application and Fee Waiver.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY I AM KINGDOM MINISTRIES INTERNATIONAL FOR THE JOY FEST 2021 EVENT AT 432 SW 10TH COURT, ON SATURDAY DECEMBER 18, 2021 FROM 2:00 PM TO 8:00 PM; APPROVING A WAIVER OF FEES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, I Am Kingdom Ministries International (the “Applicant”) intends to hold its Joy Fest 2021 Event from 2:00 p.m. to 8:00 p.m. (the “Event”) at 432 SW 10th Court, in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of community outreach, health fair, toy drive, and a gospel concert; and

WHEREAS, the Applicant is requesting use of the City’s Showmobile from 10:00 AM to 9:00 PM; and

WHEREAS, the Applicant is requesting a waiver of the special event permit fee, the Showmobile rental fee, and Showmobile staffing fees (collectively, the “Fee Waiver”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Application for the Event, including the Fee Waiver, subject to compliance with all applicable federal, state, and local laws, the City’s special event regulations, and submission of the required proof of insurance and agreement to indemnify, defend, and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

SPECIAL EVENT APPLICATION

Application Information

Organization Name: I Am Kingdom Ministries Intl. Today's Date: 11/15/21

Contact Name: Pastor Ron Harper Email Address: samkingdomministry@gmail.com

Contact Phone (Home): Contact Phone (Cell): (954) 324-6714

Address: 432 SW 10th Ct Fax:

City: Deerfield Beach State: FL Zip Code: 33441

Is this Organization ☐ For Profit ☒ Nonprofit*

*If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.

Event Information

Name of Event: Joy Fest 2021 Event Date: 12/18/21

Event Address: Same City:

State: Zip Code: Event Category: Community Outreach

Purpose of Event: Community Outreach / Health Fair
Toy Drive
Gospel Concert

Description of Event: This event is geared to serve the community during the holiday season. Including Fun for the kids and entire family plus Toy Drive and Live music.

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	<u>12/18/21</u>	<u>Saturday</u>	<u>2pm</u>	<u>8pm</u>	<u>300</u>
Event Day 2					
Event Day 3					
Break Down					

of years event has been in existence? 8yrs Past Attendance: 300 - 1,000

Previous Location(s): Carter Park Ft. Lauderdale

Property Owner's Permission

I, the undersigned as owner of the property where the event will be located, do hereby grant permission for the use of my property for the event described above. City property exempt (no signature necessary).

Signature of Property Owner: Ron Harper Date: 11/15/21 Phone: (954)

Printed name of Property Owner: Ron Harper
Justin Shiff



Deerfield Beach

SPECIAL EVENT APPLICATION

Application Information

Organization Name: I Am Kingdom Ministries Intl. Today's Date: 11/15/21

Contact Name: Pastor Ron Harper Email Address: Iamkingdommin@gmail.com

Contact Phone (Home): Contact Phone (Cell): (954) 324-6714

Address: 432 SW 10th Ct Fax:

City: Deerfield Beach State: FL Zip Code: 33441

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Signature of Property Owner: Ron Harper Date: 11/15/21 Phone: (954) 324-6714

Printed name of Property Owner: Ron Harper

Justin Shiff

Event Information
(Continued from page 1)

Will you require the use of a City park? If yes, please select park ☒ No

Will your event require the use of the beach? ☒ Yes ☐ No

Not! yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines

Will your event need additional sanitation supplies? ☒ Yes ☐ No

Will you require the use of additional City staff/equipment? ☒ Yes ☐ No

Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No

If yes, how many spaces are you requesting?

Will you require parking spaces along Ocean Way? ☐ Yes ☒ No

If yes, how many spaces are you requesting?

Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No

If yes, how many space are you requesting?

Will your event require use of the City Showmobile? ☒ Yes ☐ No

*A Showmobile Application must be filled out & submitted if using the City Showmobile

Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No

If yes, what fees are you requesting waived?
All

All waiver of fee requests below must be approved by the City Commission.

Vendor Information

Will your event be serving food? ☒ Yes ☐ No Number of Food Vendors: 6-7

Where will the food be prepared? Food Trucks Method used for cooking:

Vendor list provided to the City? ☐ Yes ☐ No

Food vendors have all permits/licenses required? ☐ Yes ☐ No

Number of other vendors: 30 Vendor list provided to the City? ☐ Yes ☐ No

Additional BSO/Building Requirements

Will there be alcohol at this event? (Must be approved by City Commission) ☐ Yes ☒ No

If yes, has liquor license been issued? ☐ Yes ☐ No

If you answer yes to any of the below questions, a permit may be required

Will you be using any tents for your event? ☒ Yes ☐ No

Tent Size	# of Tents	Tent Location
<u>10x10</u>	<u>30</u>	<u>Church Property and field across the street.</u>

Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited

Will you be using a stage for your event? ☒ Yes ☐ No

Will your event require electricity? ☒ Yes ☐ No

Type of electrical power to be used: ? will need some assistance

Will a generator be used? ☒ Yes ☐ No Size of Generator: ?

***A generator over 5KW/5000 Watts will require an additional permit.

Will gas equipment be used? ☐ Yes ☒ No

Type of fuel source:

Additional
BSO/Building
Requirements
(Continued from
page 2)

Will cooking equipment be used? ☒ Yes ☐ No												
Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☒ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos												
Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No												
Type of amusement ride: 												
Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No												
Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.												
Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No												
Company Name: Contact Person: 												
Contact Number: Will safety equipment be used? ☐ Yes ☐ No												
Promotion Materials	Is your event listed on the web? ☐ Yes ☒ No Provide URL address: 											
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☒ Radio Ads ☐ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other											
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	Please describe any type of entertainment and sound equipment below: Keyboard, Drums, mics, Amps, speakers											
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No											
	How are the proceeds being used? 											
	Name of benefiting organization: 											
	Contact Person: Contact Phone Number: 											



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I Am Kingdom Min. International (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 15 day of November, of 21

Applicant Signature

Ron Harper

Print Name

Pastor

Title

Witnesses

Signature

Stephanie Harper

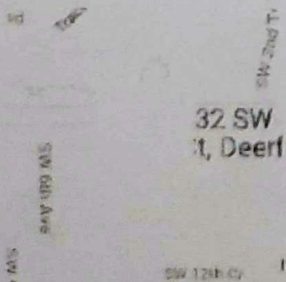
Print Name

11/15/21

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.

IAKMI



Google Maps

441 SW 10th Ct

lot across from church IAKMI

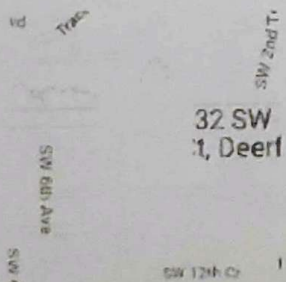


Image capture: Apr 2011 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2011



Google Maps

441 SW 10th Ct

Church I Am Kingdom Ministries International

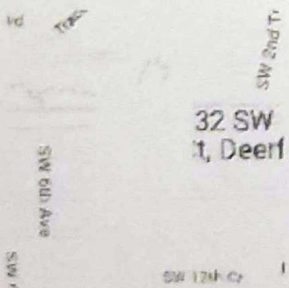


Image capture: Apr 2011 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2011



Google Maps

1071 SW 4th Terrace

Back of church without van, additional parking and vendors

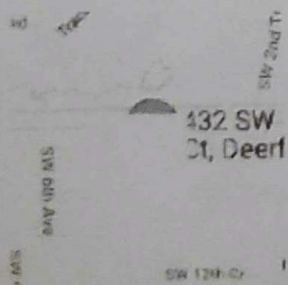


Image capture: Apr 2019 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2019



Google Maps

285 SW 10th Ct

Additional parking

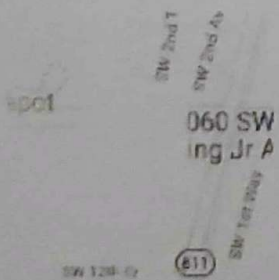


Image capture: Apr 2011 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2011



Maps

1060 SW 2nd Ave

Bethlehem Missionary Baptist Church Additional parking



Image capture: Apr 2019 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2019



Maps

1060 SW 2nd Ave

1060 SW 2nd Ave, Deerfield Beach, FL 33441

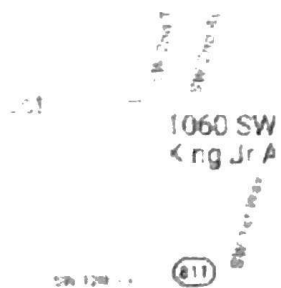


Image capture: Apr 2019 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2019



Google Maps

285 SW 10th Ct

Additional parking

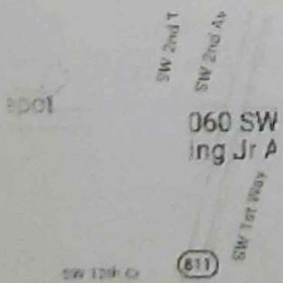


Image capture: Apr 2011 © 2021 Google

Deerfield Beach, Florida

Google

Street View - Apr 2011





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1033

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the City of Deerfield Beach Department of Parks and Recreation Title VI Plan; providing for conflicts, implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield (the "City"), through its Department of Parks and Recreation (the "Department") operates community bus services in the City and other areas throughout the Northeast section of Broward County including, but not limited to: Pompano Beach, Sea Ranch Lakes, Lauderdale By the Sea, Lighthouse Point, Hillsboro Beach, and other areas of unincorporated Northeast Broward. The City is a sub-recipient of Federal Transit Administration and Florida Department of Transportation funds.

Part 21.7(a) of Title 49 of the Code of Federal Regulations requires that every agency receiving Federal financial assistance shall provide an annual assurance that the programs will be conducted or the facility operated in compliance with all requirements imposed or pursuant to 49 CFR Part 21.

Current Activity

Staff has submitted a Title VI Plan, which is enclosed as Exhibit "A", setting forth the plan and procedures to ensure that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the Department ("Title VI Plan").

Recommendation

Staff recommends approval of the Title VI Plan.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, APPROVING THE CITY OF
DEERFIELD BEACH DEPARTMENT OF PARKS AND RECREATION
TITLE VI PLAN; PROVIDING FOR CONFLICTS, IMPLEMENTATION
AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach is a sub-recipient of Federal Transit Administration (“FTA”) funds and provides community bus services in the City and other areas throughout the Northeast section of Broward County including, but not limited to, Pompano Beach, Sea Ranch Lakes, Lauderdale By the Sea, Lighthouse Point, Hillsboro Beach, and other areas of unincorporated Northeast Broward; and

WHEREAS, the FTA requires that sub-recipients have a program plan to comply with the regulations implementing Title VI of the Civil Rights Act of 1964 (“Title VI”), which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance”; and

WHEREAS, staff has prepared the City of Deerfield Beach Department of Parks and Recreation Title VI Plan, attached as Exhibit “A,” setting forth the plan and procedures to ensure that no person shall, on the basis of race, color, national origin, age, disability, family, or religious status, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination or retaliation under any program or activity undertaken by the City (the “Title VI Plan”); and

WHEREAS, the City Commission believes that it is in the best interest of the City to approve the Title VI Plan, attached as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Title VI Plan, attached as Exhibit “A.”

Section 3. All resolutions, or parts of resolutions, in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

CITY OF DEERFIELD BEACH
DEPARTMENT OF PARKS AND RECREATION
TITLE VI PLAN

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APPENDIX B TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER	
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APPENDIX D PUBLIC PARTICIPATION PLAN	
APPENDIX E LANGUAGE ASSISTANCE PLAN	
APPENDIX F OPERATING AREA LANGUAGE DATA: CITY COMMUNITY SHUTTLE SERVICE AREA	
APPENDIX G DEMOGRAPHIC MAPS	

1.0 Title VI/Nondiscrimination Policy Statement and Management Commitment to Title VI Plan

49 CFR Part 21.7(a): Every application for Federal financial assistance to which this part applies shall contain, or be accompanied by, an assurance that the program will be conducted or the facility operated in compliance with all requirements imposed or pursuant to [49 CFR Part 21].

The City of Deerfield Beach, Department of Parks and Recreation assures the Florida Department of Transportation that no person shall on the basis of race, color, national origin, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

The City of Deerfield Beach, Department of Parks and Recreation further agrees to the following responsibilities with respect to its programs and activities:

- Designate a Title VI Liaison that has a responsible position within the organization and access to the recipient's Chief Executive Officer or authorized representative.
- Issue a policy statement signed by the Executive Director or authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Recipient's organization and to the general public. Such information shall be published where appropriate in language other than English.
- Insert the clauses of Section 4.5 of this plan into every contract subject to the Acts and the Regulations.
- Develop a complaint process and attempt to resolve complaints of discrimination against the City of Deerfield Beach, Department of Parks and Recreation.
- Participate in training offered on the Title VI and other nondiscrimination requirements.
- If reviewed by FDOT or any other state or federal regulatory agency, take affirmative actions to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) days.
- Have a process to collect racial and ethnic data on persons impacted by the agency's programs.
- Submit the information required by FTA Circular 4702.1B to the primary recipients (refer to Appendix A of this plan)

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

Signature

Teresa Rynard Director, City of Deerfield Beach,
Department of Parks and Recreation

Date

2.0 Introduction & Description of Services

The City of Deerfield Beach, Department of Parks and Recreation submits this Title VI Plan in compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and the guidelines of FTA Circular 4702.1B, published October 1, 2012.

The City of Deerfield Beach, Department of Parks and Recreation is a sub-recipient of FTA funds and provides service in Broward County, particularly in the Northeast section of Broward County. Cities included in this area would include, but not necessarily limited to: Deerfield Beach, Pompano Beach, Sea Ranch Lakes, Lauderdale by the Sea, Lighthouse Point, and Hillsboro Beach, and unincorporated areas in Northeast Broward County. A description of the current City of Deerfield Beach, Department of Parks and Recreation system is included in Appendix B.

Title VI Liaison

Sherry Wilson
Assistant Director, Department of Parks and
Recreation (954) 571-4583
401 A S.W. 4th Street, Deerfield Beach, FL 33441

Alternate Title VI Contact

Luis Marmol
Transportation Manager, Department of Parks
and Recreation
(954) 480-4442
227 N.W. 2nd Street, Deerfield Beach, FL
33441

Key responsibilities of the Title VI Liaison
include:

- Maintain knowledge of Title VI requirements.
- Attend training on Title VI and other nondiscrimination authorities when offered by FDOT or any other regulatory agency.
- Disseminate Title VI information to the public including in languages other than English, when necessary.
- Develop a process to collect data related to race, gender and national origin of service area population to ensure low income, minorities, and other underserved groups are included and not discriminated against.
- Implement procedures for the prompt processing of Title VI complaints.

2.0.1 Current Description of System

The City of Deerfield Beach is a municipal government organization. Transportation services for The City of Deerfield Beach is provided through the Department of Parks and Recreation. The City's transportation services current and long-term focus is on maintaining the best-coordinated transportation system possible for this community. Our goal is to create a coordinated system with the objective of providing safe, reliable, timely and efficient transportation services to county residents.

The City of Deerfield Beach, Department of Parks and Recreation is made up of 103 full-time employees and 59 part-time employees. The Director is responsible for the day-to-day operations of our organization and reports directly to the Assistant City Manager. Our City is committed to this program and has; therefore, incorporated our service within the County's Public Transportation Program. Transportation services are provided in accordance with the City's approved Operations Manual/System Safety/Security Program. We will continue to operate at previous year (2020) service hours averaging 14 total fleet service hours per day or approximately 3,500 annual service hours (assuming 250 operating days).

The Transportation Manager coordinates transportation services for the Center's Community Bus Transportation services in conjunction with Broward County Transit, which includes two fixed routes. This transportation service is available for individuals of all ages, which connects with several Broward County Transit routes. For accessibility purposes, stops are made to and from low-income housing facilities, senior communities, grocery stores, shopping centers, medical complexes, City Hall and the Center, etc. Thus far, the elderly and low-income individuals primarily utilize this service. However, individuals who are disabled, impaired, multi-cultural, with special needs, or in greatest social need are encouraged to utilize this service.

Transportation services provided through our program are available to customers in northeast Broward County. We provide a wide range of trip purposes that include: medical, nutrition, shopping, social service, training, employment, social and recreation. None of the medical trips we provide are to medical facilities out of the county. Currently, we use a variety of vehicles to provide passenger services. Our fleet includes 2 buses for this service and all our vehicles are equipped for wheelchair service. We prioritize grouping trips and multi-loading to the maximum extent possible. We make 78 passenger trips per day on average and leverage our fleet resources so that all vehicles are used in a responsible manner to provide full coverage and retire the vehicles at a consistent pace and appropriate age and mileage.

The transportation division has a total of 13 employees, including, 6 full-time Bus Drivers, 5 part-time Bus Drivers, 1 Transportation Manager and 1 Bus Coordinator. Only transportation employees that have completed all the required safety and drivers training requirements will be allowed to drive the agency vehicles. All the drivers are required to carry a Commercial Driver's License with Passenger Endorsement.

The City of Deerfield Beach, Department of Parks and Recreation's Transportation Manager is responsible for training and management of our transportation program. All safety sensitive employees are required to complete FDOT approved safety and security training courses as part of their new hire orientation. All new employees are also required to complete 80 hours of on-the-road drivers training, which includes riding with a training driver, behind-the-wheel training, and training on proper use of wheel chair lifts and securement devices. The Transportation Manager is responsible for annual renewal of all liability insurance for both FDOT and agency owned vehicles, as well as vehicle registration renewal. It is the Transportation Manager's responsibility to administer all aspects of the transportation program and to control access and usage of all agency vehicles.

Maintenance on all agency vehicles is provided by the City of Deerfield Beach Fleet Maintenance Division. All vehicle files and driver files are kept on-site at our operations base located at 227 NW 2nd Street, Deerfield Beach, FL 33442 and are maintained by the Transportation Manager. All records are maintained and retained for a minimum of seven (7) years. All vehicle maintenance records are maintained by the City of Deerfield Beach's Fleet Maintenance Division.

2.1 First Time Applicant Requirements

FTA Circular 4702.1B, Chapter III, and Paragraph 3: Entities applying for FTA funding for the first time shall provide information regarding their Title VI compliance history if they have previously received funding from another Federal agency.

The City of Deerfield Beach Department of Parks and Recreation is not a first-time applicant for FTA/FDOT funding. The City of Deerfield Beach receives funding from Broward County through an Inter-Local Agreement.

During the previous three years, FDOT did not complete a Title VI compliance review of the City of Deerfield Beach, Department of Parks and Recreation. The City of Deerfield Beach, Department of Parks and Recreation has not been found to be in noncompliance with any civil rights requirements.

2.2 Annual Certifications and Assurances

FTA Circular 4702.1B, Chapter III, and Paragraph 2: Every application for financial assistance from FTA must be accompanied by an assurance that the applicant will carry out the program in compliance with the Title VI regulations.

The City of Deerfield Beach, Department of Parks and Recreation will remain in compliance with this requirement by annual submission of certifications and assurances as required by FDOT.

2.3 Title VI Plan Concurrence and Adoption

This Title VI Plan received FDOT concurrence on Plan was approved and adopted by the City of Deerfield Beach, Commission during a meeting held on date. A copy of the meeting minutes and FDOT concurrence letter is included in Appendix B of this Plan.

3.0 Title VI Notice to the Public

FTA Circular 4702.1B, Chapter III, Paragraph 5: Title 49 CFR 21.9(d) requires recipients to provide information to the public regarding the recipient's obligations under DOT's Title VI regulations and apprise members of the public of the protections against discrimination afforded to them by Title VI.

3.1 Notice to the Public

Notifying the Public of Rights Under Title VI

- The City of Deerfield Beach, Department of Parks and Recreation operates its transportation programs and services without regard to race, color and national origin in accordance with the Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the the City of Deerfield Beach, Department of Parks and Recreation.
- For more information on the City of Deerfield Beach, Department of Parks and Recreation civil rights program contact the Title VI Liaison. Sherry Wilson, at (954) 571-4583, or visit our administrative office at 401 A S.W. 4th Street, Deerfield Beach, FL 33441. If information is needed in another language contact the Department of Parks and Recreation at (954) 480-4442. If needed, we will also work with National IPA Language Service Providers and related services for translation services.
- For more information on Title VI procedures, to file a complaint and/or obtain a complaint form contact Broward County Transit (BCT) at (954) 357-8481, TTY (954) 357-8302, or visit BCT's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>. You may also request information in writing to the Broward County Transportation Department, Transit Manager - Compliance, 1 North University Drive, 3100A, Plantation, FL 33324. If information is needed in another language, contact (954) 357-8481, TTY (954) 357-8302.

3.2 Notice Posting Locations

The Notice to Public will be posted at many locations to apprise the public of the City of Deerfield Beach, Department of Parks and Recreation's obligations under Title VI and to inform them of the protections afforded them under Title VI. The City of Deerfield Beach, Department of Parks and Recreation notice to the public will be posted at the following locations:

Location Name	Address	City
Center for Active Aging	227 NW 2 nd Street	Deerfield Beach
City of Deerfield Beach City Hall	150 NE 2 nd Avenue	Deerfield Beach
City of Deerfield Beach, Department of Parks and Recreation	410 SW 4 th Street	Deerfield Beach

At a minimum, the notice will be posted in public areas of the City of Deerfield Beach, Department of Parks and Recreation office(s) including the reception desk and meeting rooms, and on the City of Deerfield Beach, Department of Parks and Recreation's website at www.dfb.city. Additionally, the City of Deerfield Beach, Department of Parks and Recreation will post the notices at stations, stops and on transit vehicles.

4.0 Title VI Procedures and Compliance

FTA Circular 4702.1B, Chapter III, Paragraph 6: All recipients shall develop procedures for investigating and tracking Title VI complaints filed against them and make their procedures for filing a complaint available to member of the public.

4.1 Complaint Procedure

In accordance with the Interlocal Agreement with Broward County Transit on May 23, 2018, the City of Deerfield Beach will use BCT's Complaint Process, Form and Procedures.

4.2 Complaint Form

A copy of the complaint form is provided in Appendix C and on Broward County Transit's website at <http://www.broward.org/BCT/Pages/TitleVI.aspx>.

4.3 Record Retention and Reporting Policy

The City of Deerfield Beach will submit Title VI Programs to FDOT, BCT and any other primary recipient that provides funding to the City of Deerfield Beach for concurrence on an annual basis or any time a major change in the Program occurs.

Compliance records and all Title VI related documents will be retained for a minimum of three (3) years and reported to the primary recipient annually.

4.4 Sub-recipient Assistance and Monitoring

FTA Circular 4702.1B, Chapter III, Paragraph 11: Primary recipients should assist their sub-recipients in complying with DOT's Title VI regulations, including the general reporting requirements.

The City of Deerfield Beach, Department of Parks and Recreation does not have any sub-recipients to provide monitoring and assistance. As a sub-recipient to FDOT, the City of Deerfield Beach, Department of Parks and Recreation utilizes the sub-recipient assistance and monitoring provided by FDOT, as needed. In the future, if City of Deerfield Beach, Department of Parks and Recreation has sub-recipients, it will provide assistance and monitoring as required by FTA Circular 4702.1B.

4.5 Contractors and Subcontractors

The City of Deerfield Beach, Department of Parks and Recreation is responsible for ensuring that contractors are in compliance with Title VI requirements. Contractors may not discriminate in the selection and retention of any subcontractors. Subcontractors also may not discriminate in the selection and retention of any subcontractors. The City of Deerfield Beach, Department of Parks and Recreation, contractors, and subcontractors may not discriminate in their employment practices in connection with federally assisted projects. Contractors and subcontractors are not required to prepare or submit a Title VI Plan. However, the following nondiscrimination clauses will be inserted into every contract with contractors and subcontractors subject to Title VI regulations.

Nondiscrimination Clauses

During the performance of a contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") must agree to the following clauses:

- **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida*

Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Deerfield Beach, Department of Parks and Recreation shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Deerfield Beach, Department of Parks and Recreation, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

Disadvantaged Business Enterprise (DBE) Policy

As a part of the Joint Participation Agreement (JPA) with FDOT, the City of Deerfield Beach, Department of Parks and Recreation and its contractors and subcontractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the opportunity to participate in the performance of contracts. The City of Deerfield Beach, Department of Parks and Recreation and its contractor and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of any contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate.

E-Verify

As a part of the JPA with FDOT, vendors and contractors of the City of Deerfield Beach, Department of Parks and Recreation shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the vendor or contractor while contracted with the City of Deerfield Beach, Department of Active Aging. Additionally, vendors and contractors shall expressly require any subcontractors performing work or providing services pursuant to work for the City of Deerfield Beach, Department of Parks and Recreation shall likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor while working for the City of Deerfield Beach, Department of Parks and Recreation.

5.0 Title VI Investigations, Complaints, and Lawsuits

FTA Circular 4702.1B, Chapter III, Paragraph 7: In order to comply with the reporting requirements of 49 CFR 21.9(b), FTA requires all recipients to prepare and maintain a list of any of the following that allege discrimination on the basis of race, color, or national origin: active investigations....; lawsuits, and complaints naming the recipient.

The City of Deerfield Beach, Department of Parks and Recreation has had no investigations, complaints, or lawsuits involving allegations of discrimination on the basis of race, color, or national origin over the past three (3) years.

6.0 Public Participation Plan

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.4: Every Title VI Plan shall include the following information: A public participation plan that includes an outreach plan to engage minority and limited English proficient populations, as well as a summary of outreach efforts made since the last Title VI Plan submission. A recipient's targeted public participation plan of minority populations may be part of efforts that extend more broadly to include constituencies that are traditionally underserved, such as individuals with disabilities, low-income populations, and others.

The Public Participation Plan (PPP) for the City of Deerfield Beach, Department of Parks and Recreation was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Deerfield Beach, Department of Parks and Recreation. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the City of Deerfield Beach, Department of Parks and Recreation services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The PPP is included as Appendix D to this Title VI Plan.

Current Outreach Efforts

The public is encouraged to use feedback forms that are available on the City of Deerfield Beach, Department of Parks and Recreation website (www.dfb.city). The public is encouraged to provide feedback by calling the City of Deerfield Beach, Department of Parks and Recreation at (954) 480-4442 during its hours of operation.

The City of Deerfield Beach, Department of Parks and Recreation is required to submit a summary of public outreach efforts made over the last three (3) years. The following is a list and short description of the City of Deerfield Beach, Department of Parks and Recreation's recent, current, and planned outreach activities.

3/16/2019	Kiwanis Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/19/2019	DoubleTree Hilton	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/19/2019	SunTrust Bank	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/23/2019	Women's Club of Deerfield Beach	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/25/2019	Knights of Columbus	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/27/2019	ESRN	Pompano Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/29/2019	Parks & Recreation	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/30/2019	Broward Health North	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/1/2019	Senior Lifestyle & Healthcare Expo-Emma Lou Olsen	Pompano Beach	Center for Active Aging Services & Programs	Ann Sico
4/10/2019	BSO Community Outreach	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/10/2019	DoubleTree Hilton	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/14/2019	St. Ambrose Church	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/16/2019	DFB City Commission Mtg. – Plat Amendment	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/16/2019	Zonta Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/18/2019	DFB Purchasing Department	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/22/2019	Deer Creek Country Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/24/2019	Broward Health North	Deerfield Beach	Center for Active Aging Services & Programs	Robin Marzullo
4/24/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
5/2/2019	Civic Plus ADA Accessibility	Hallandale Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/3/2019	NEAB Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Donna DeFronzo
5/12/2019	Star Ballroom "Mother's Day Celebration & Dance	Pompano Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/14/2019	Stanley Terrace Housing Apartments	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
5/14/2019	United Way and Broward Behavioral Health Coalition	Davie	Center for Active Aging Services & Programs	Kelly Gallo
5/15/2019	ADRC's Area Plan	Sunrise	Center for Active Aging Services & Programs	Donna DeFronzo
5/15/2019	United Way and Broward Behavioral Health Coalition	Davie	Center for Active Aging Services & Programs	Kelly Gallo

5/20/2019	LCB Transportation Meeting	Ft. Lauderdale	Center for Active Aging Services & Programs	Sherry Wilson
5/21/2019	Palms Housing Apartment	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
5/21/2019	Sunshine Insurance	Deerfield Beach	Center for Active Aging Services & Programs	Robin Marzullo
5/22/2019	Banc Conference	Pembroke Pines	Center for Active Aging Services & Programs	Elizabeth Moore
5/22/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
5/22/2019	Keiser OTA Advisory Board	Ft. Lauderdale	Center for Active Aging Services & Programs	Ann Sico
5/29/2019	Post-Disaster Redevelopment Plan Mtg.	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/6/2019	Palms Housing Apartments	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
6/7/2019	Cathedral Church of God	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/11/2019	Praxis Housing	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/11/2019	Stanley Terrace Housing Apartment	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
6/13/2019	Deerfield Beach Health and Rehab Center	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
6/14/2019	Visiting Physician Association	Plantation	Center for Active Aging Services & Programs	Robin Marzullo
6/18/2019	Always Best Care	Tamarac	Center for Active Aging Services & Programs	Ann Sico
6/20/2019	BHN's Community Relations Mtg.	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/20/2019	DFB Information Systems Laserfiche Project	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/26/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Donna DeFronzo
6/28/2019	Pompano beach Rotary Club	Pompano Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/3/2019	Sunshine Health	Sunrise	Center for Active Aging Services & Programs	Ann Sico
7/3/2019	UF Education Extension Program	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/3/2019	Visiting Physician's Association	Plantation	Center for Active Aging Services & Programs	Ann Sico
7/9/2019	Palms of Deer Creek Condo Association	Deerfield Beach	Center for Active Aging Services & Programs	Ann Sico
7/10/2019	Premier Health	Deerfield Beach	Center for Active Aging Services & Programs	Ann Sico
7/12/2019	Congressman Ted Deutch's Office	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/17/2019	Broward County Transit Community Shuttle	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo

7/17/2019	Heartland Hospice Care	Plantation	Center for Active Aging Services & Programs	Ann Sico
7/19/2019	Boca Regional Urgent Care- Dr. Alan Saitowitz	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
7/19/2019	Lighthouse Point Yacht Club	Lighthouse Point	Center for Active Aging Services & Programs	Donna DeFronzo
7/20/2019	True Vine Church of God	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/24/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
7/24/2019	Pompano Health & Wellness Fair	Pompano Beach	Center for Active Aging Services & Programs	Elizabeth Moore
7/25/2019	DFB Commission District 2 Meeting	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/25/2019	Double Tree Hilton	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/25/2019	Pompano Health & Wellness Fair	Pompano Beach	Center for Active Aging Services & Programs	Elizabeth Moore
8/2/2019	Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Sherry Wilson
8/8/2019	Preschool Open House	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
8/14/2019	Health Insurance Agent- Medicare, Dental	Deerfield Beach	Center for Active Aging Services & Programs	Ann Sico
8/14/2019	Palms Apartments	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
8/15/2019	Mayor's Interfaith Quarterly Mtg.	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
8/15/2019	Sunshine Health	Deerfield Beach	Center for Active Aging Services & Programs	Robin Marzullo
8/21/2019	Praxis Apartments	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
8/28/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
9/5/2019	Jim & Jan Moran Girls and Boys Club	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
9/6/2019	Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Sherry Wilson
9/9/2019	Keiser Univ. Accreditation Meeting	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
9/9/2019	Roundtable on Aging Care	Margate	Center for Active Aging Services & Programs	Donna DeFronzo
9/9/2019	United Healthcare & Teleperformance	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
9/10/2019	International Ebenezer Baptist Church	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
9/15/2019	Trustbridge & CAA Knitting Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
9/19/2019	Broward Health North	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo

9/20/2019	Project Directors Meeting	Sunrise	Center for Active Aging Services & Programs	Sherry Wilson
10/2/2019	Health Sun	Coconut Creek	Center for Active Aging Services & Programs	Ann Sico
10/3/2019	BSO Public Safety Night	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
10/4/2019	Amber Shannon	Deerfield Beach	Center for Active Aging Services & Programs	Ann Sico
10/5/2019	Hillsboro Club Condominium	Hillsboro Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/7/2019	Kraeer Becker Funeral Home	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/8/2019	St. Ambrose Church	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/10/2019	Grand Villa Assisted Living	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
10/14/2019	Praxis Apts	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/16/2019	Keiser Univ. Advisory Board & OTA Student Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/17/2019	Broadcast Services	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/19/2019	NE Focal Point	Deerfield Beach	Center for Active Aging Services & Programs	Robin Marzullo
10/21/2019	Meadow Crystal Lake	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
10/23/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
10/23/2019	Praxis Resident Meeting	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/24/2019	DFB Chamber "State of City"	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/29/2019	Broward County Delegation	Miramar	Center for Active Aging Services & Programs	Donna DeFronzo
10/31/2019	TD Bank	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/1/2019	Simpatico Life Health	Ft. Lauderdale	Center for Active Aging Services & Programs	Ann Sico
11/7/2019	Horizon Club	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
11/8/2019	DFB Chamber "Community Heroes"	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/14/2019	St. Ambrose Women's Council	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/15/2019	Purchasing Vendor Meet and Greet	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/18/2019	Pompano Senior Expo	Pompano	Center for Active Aging Services & Programs	Elizabeth Moore
11/20/2019	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson

11/22/2019	Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Sherry Wilson
12/5/2019	Parks and Recreation ASP	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/5/2019	The Forum	Deerfield Beach	Center for Active Aging Services & Programs	Kelly Gallo
12/5/2019	Woodlands at John Knox	Pompano	Center for Active Aging Services & Programs	Donna DeFronzo
12/5/2019	Your Life Memory Care	Coconut Creek	Center for Active Aging Services & Programs	Donna DeFronzo
12/6/2019	ADRC Share Session	Sunrise	Center for Active Aging Services & Programs	Elizabeth Moore
12/11/2019	Non-profit Executive Alliance	Wilton Manors	Center for Active Aging Services & Programs	Donna DeFronzo
12/11/2019	Primary Care Podiatry	Deerfield Beach	Center for Active Aging Services & Programs	Elizabeth Moore
12/11/2019	Renaissance Senior Center	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/17/2019	Broward County Dementia Care & Cure Task Force	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/18/2019	DFB High School DECA	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/20/2019	American Legion	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/20/2019	Horizon Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
1/14/2020	Executive Team Meeting	Deerfield Beach	Center for Active Aging Services & Programs	Sherry Wilson
1/20/2020	FDOT Triennial	Deerfield Beach	Center for Active Aging Services & Programs	Sherry Wilson
1/22/2020	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson
1/25/2020	Unity in the Community	Pompano Beach	Center for Active Aging Services & Programs	Elizabeth Moore
2/5/2020	S FL Feeding Program	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/6/2020	ADI Training	Sunrise	Center for Active Aging Services & Programs	Sherry Wilson
2/6/2020	Project Directors Meeting-ADRC	Sunrise	Center for Active Aging Services & Programs	Sherry Wilson
2/7/2020	Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Sherry Wilson
2/11/2020	Kiwanis Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/20/2020	St. Ambrose	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/25/2020	Artis Senior Living	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/26/2020	ESRN	Lauderhill	Center for Active Aging Services & Programs	Sherry Wilson

2/26/2020	Heritage at Pompano	Pompano Beach	Center for Active Aging Services & Programs	Elizabeth Moore
2/27/2020	Horizon Club	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/28/2020	The Forum at Deer Creek	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/2/2020	Broadcast Systems	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/5/2020	Senior Services Committee	Plantation	Center for Active Aging Services & Programs	Sherry Wilson
3/9/2020	Pulse One & AHA	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/12/2020	Broward Health North Community Relations Committee	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/12/2020	Project Directors Meeting-COVID-19	Sunrise	Center for Active Aging Services & Programs	Sherry Wilson
9/23/2020	Non-Profit Executive Alliance Board	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/5/2020	Legislative Affairs and Housing	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/6/2020	Student Government – Parks & Recreation	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/8/2020	Florida Association of Senior Centers, Inc.	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/13/2020	Florida Council on Aging	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/13/2020	Memory Disorder Center at Broward Health North	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
10/23/2020	Audrey's Dream and Live Broadcasting	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/5/2020	Deerfield Beach Council and Greater Ft. Lauderdale Chamber	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/12/2020	Florida Association of Senior Centers, Inc.	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
11/30/2020	Broward County's Dept of Health	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/2/2020	The Pelican Newspaper	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/8/2020	Broward County Transit	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
12/11/2020	Center for Active Aging	Deerfield Beach	Beating the Holiday Blues	Kelly Gallo
1/8/2021	Center for Active Aging	Deerfield Beach	Making New Year's Resolutions Come True	Kelly Gallo
1/11/2021	Community Foundation of Broward	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
1/14/2021	Florida Association of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
1/16/2021	Alpha Kappa Alpha Sorority	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo

1/20/2021	Holy Cross Hospital Medical Group	Fort Lauderdale	Center for Active Aging Services & Programs	Donna DeFronzo
1/22/2021	Broward League of Cities	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
1/27/2021	Non-Profit Executive Alliance Board Meeting	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
1/29/2021	Florida Association of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/3/2021	Broward County Transit	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/4/2021	Deerfield Beach Council	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/12/2021	City of Sunrise Fleets Maintenance Division	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/23/2021	City of Oakland Park Recreation Services	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/25/2021	Zion Lutheran Church	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/25/2021	Florida Association of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
2/25/2021	FL Dept of Health and Town of Hillsboro Beach	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/3/2021	Siemens and City Capital Projects	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/3/2021	NEFP CASA, Inc. Board	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/12/2021	Center for Active Aging	Deerfield Beach	5 Ways to Increase Passion & Love	Kelly Gallo
3/23/2021	Non-Profit Executive Alliance Learning Series	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/23/2021	One Milo	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/24/2021	Public Affairs and Marketing	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/25/2021	Social Security Administration	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
3/31/2021	Financial Services	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/5/2021	Legislative and Community Affairs	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/7/2021	Partners Pharmacy	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/8/2021	Florida Association of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/14/2021	National Council on Aging and National Institute of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/19/2021	Legislative and Community Affairs	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
4/21/2021	My Senior Center	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo

5/5/2021	Shiff Construction & Development	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/10/2021	Broward County's Dept of Health	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/10/2021	Knights of Columbus	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/13/2021	Florida Association of Senior Centers	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/17/2021	Deerfield Beach Democratic Club Leadership Century Village	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
5/21/2021	Broward County's Dept. of Health	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/2/2021	Innovations in Learning -TutorMate	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/3/2021	Keiser University Occupational Therapy Advisory Board	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/8/2021	Florida Association of Senior Centers Leadership	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/23/2021	Non-Profit Executive Alliance Board	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/25/2021	Zion Lutheran Church and School	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
6/29/2021	FL Dept of Transportation	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/1/2021	Alzheimer's Association for EssentialZ Trainings	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/14/2021	Broward Sheriff's Office	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/15/2021	Zion Lutheran Church	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/19/2021	Economic Development Council	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/21/2021	Partners in Pharmacy	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/26/2021	Bel Air Maintenance	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo
7/28/2021	CASA Board	Deerfield Beach	Center for Active Aging Services & Programs	Donna DeFronzo

7.0 Language Assistance Plan

FTA Circular 4702.1B, Chapter III, Paragraph 9: Recipients shall take reasonable steps to ensure meaningful access to benefits, services, information, and other important portions of their programs and activities for individuals who are limited English proficient (LEP).

The City of Deerfield Beach, Department of Parks and Recreation operates a transit system in Broward County, particularly in the Northeast Section of Broward County. Cities included in this area would include, but not necessarily limited to: Deerfield Beach, Pompano Beach, Sea Ranch Lakes, Lauderdale by the Sea, Lighthouse Point, and Hillsboro Beach, and unincorporated areas in Northeast Broward County. The Language Assistance Plan (LAP) has been prepared to address the City of Deerfield Beach, Department of Parks and Recreation's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the City of Deerfield Beach, Department of Parks and Recreation service area there are 1,679,692, of which 8.94% describe themselves as not able to communicate in English very well (Source: US Census). The City of Deerfield Beach, Department of Parks and Recreation is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The City of Deerfield Beach, Department of Parks and Recreation has utilized the U.S. Department of Transportation (DOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP. The LAP is included in this Title VI Plan as Appendix E.

Broward County, FL	Estimate	Percentage
Total:	1,679,692	100%
Speak only English	1,044,093	62.16%
Spanish or Spanish Creole	390,651	23.26%
Speak English "very well"	240,497	14.32%
Speak English less than "very well"	150,154	8.94%

8.0 Transit Planning and Advisory Bodies

FTA Circular 4702.1B, Chapter III, Paragraph 10: Recipients that have transit-related, non-elected planning boards, advisory councils or committees, or similar committees, the membership of which is selected by the recipient, must provide a table depicting the racial breakdown of the membership of those committees, and a description of efforts made to encourage the participation of minorities on such committees.

The City of Deerfield Beach, Department of Parks and Recreation does not have a transit-related committee or board, therefore this requirement does not apply.

9.0 Title VI Equity Analysis

FTA Circular 4702.1B, Chapter III, Paragraph 4.a.8: If the recipient has constructed a facility, such as vehicle storage, maintenance facility, operation center, etc., the recipient shall include a copy of the Title VI equity analysis conducted during the planning stage with regard to the location of the facility.

The City of Deerfield Beach, Department of Parks and Recreation has not recently constructed any facilities, nor does it currently have any facilities in the planning stage. Therefore, the City of Deerfield Beach, Department of Parks and Recreation does not have any Title VI Equity Analysis reports to submit with this Plan. The City of Deerfield Beach, Department of Parks and Recreation will utilize the demographic maps included in Appendix G for future Title VI analysis.

10.0 System-Wide Service Standards and Service Policies

FTA Circular 4702.1B, Chapter III, Paragraph 10: All fixed route transit providers shall set service standards and policies for each specific fixed route mode of service they provide.

The City of Deerfield Beach, Department of Parks and Recreation is a fixed route service provider.

The City of Deerfield Beach, Department of Parks and Recreation has adopted the following system-wide standards and policies to ensure service design and operations practices do not result in discrimination on the basis of race, color, or national origin. Service policies differ from service standards in that they are not necessarily based on a quantitative threshold.

10.1 Service Standards

FTA requires that all fixed route transit providers develop quantitative standards for all fixed route modes of operation for the following indicators. The City of Deerfield Beach, Department of Parks and Recreation has prepared standards for all modes it operates.

Type	Standard Description
Vehicle Load	1.5 capacity ratio for all vehicles.
Vehicle Headway-Weekday	Express I average 60 minute headway all day.
Vehicle Headway-Weekday	Express II averages 60-minute headway all day.
Vehicle Headway-Saturday/Sunday	Not Applicable

On-Time Performance	80% On-Time Performance is expected of Community Shuttle routes. On-time is defined based on departures of zero (0) minutes early to five (5) minutes late.
Service Availability	Community Shuttle routes operate to complement BROWARD COUNTY'S (COUNTY) local, breeze, express, and paratransit services. To the greatest extent possible the Community Shuttle will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.

10.2 Service Policies

FTA requires fixed route transit providers to develop a policy for service indicators. The City of Deerfield Beach, Department of Parks and Recreation has prepared the following policies for its transit system.

Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criterion based on ridership, community need, and available right-of-way. For passenger convenience, Community Shuttle stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the vehicle capacity threshold should be addressed through additional service. The COUNTY is generally responsible for the procurement and replacement of transit vehicles based on need and available funding.

11.0 Appendices

APPENDIX A	FTA CIRCULAR 4702.1B REPORTING REQUIREMENTS FOR TRANSIT PROVIDERS
APPENDIX B	TITLE VI PLAN ADOPTION MEETING MINUTES AND FDOT CONCURRENCE LETTER
APPENDIX C	TITLE VI COMPLAINT FORM
APPENDIX D	PUBLIC PARTICIPATION PLAN
APPENDIX E	LANGUAGE ASSISTANCE PLAN
APPENDIX F	OPERATING AREA LANGUAGE DATA: CITY OF DEERFIELD BEACH SERVICE AREA
APPENDIX G	DEMOGRAPHIC MAPS

Appendix A: FTA Circular 4702.1B Reporting Requirements for Transit Providers

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Sub-recipients shall submit the information below to their primary recipient (the entity from whom the sub-recipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements (*All recipients must submit*):

- Title VI Notice to the Public, including a list of locations where the notice is posted
- Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- Title VI Complaint Form
- List of transit-related Title VI investigations, complaints, and lawsuits
- Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- Primary recipients shall include a description of how the agency monitors its sub-recipients for compliance with Title VI, and a schedule of sub-recipient Title VI Program submissions
- A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOTs, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- Additional information as specified in Chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers (*All Fixed Route Transit Providers must submit*):

All requirements set out in Chapter III (General Requirements)

Service standards

- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode

Service policies

- Transit Amenities for each mode
- Vehicle Assignment for each mode

Appendix B: Title VI Plan Adoption Meeting Minutes

BLANK UNTIL MINUTES ADDED



Transportation Department

TRANSIT DIVISION / Administration

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8305

LANGUAGE TRANSLATION SERVICE AVAILABLE

NOTE: If you require this Title VI Complaint Form to be translated into another language, please log onto www.broward.org/bct. Click on either "Microsoft Translator" or "Google Translate" at the top right corner of the web page and select the appropriate language for your translation.

SERVICIO DE TRADUCCIÓN LENGUA DISPONIBLE

NOTA: Si usted requiere de este Formulario de Queja del Título VI de ser traducido a otro idioma, por favor haga clic en cualquiera de "Microsoft Translator" o "Google Translate" en la esquina superior derecha de esta página web y seleccionar el idioma.

LANG TRADIKSYON SÈVIS KI DISPONIB

REMAK: Si w mande pou s a Tit VI Fòm Plent dwe tradui nan yon lòt lang, tanpri klike sou swa "Tradiktè Microsoft" oswa "Google Translate" nan kwen paj sa a web tèt dwat epi chwazi lang ki apwopriye a pou tradiksyon ou.

**Broward County Board of County Commissioners
Transportation Department**

COMPLAINT OF ADA and TITLE VI DISCRIMINATION

The Broward County Transit Division, as a recipient of federal financial assistance, is required to ensure that its transit service and related benefits are distributed in a manner consistent with Title VI of the Civil Rights Acts of 1964, as amended.

Any person who believes that he or she, individually, or as a member of any specific class of persons, has been subjected to discrimination under Title VI, on the basis of race, color, or national origin, may file a written complaint with the Broward County Transit Division.

We are asking for the following information to assist us in processing your complaint. If you need help in completing this form, please contact us at (954) 357-8481 or TTY: (954) 357-8302.

NOTE: Alternate means of filing complaint, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

-
1. Complainant Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____
Email Address: _____

2. Person you believe discriminated against you (if known):

Name: _____

3. Location of incident: _____

4. Are you represented by an attorney for this complaint?

Yes _____ No _____

If yes, please complete the following:

Attorney's Name: _____
Street Address: _____
City, State, Zip Code: _____
Telephone: _____

5. Which of the following best describes the reason you believe the discrimination took place? Please circle.

Race	Color	National Origin	Sex	Income Status	Age
Disability	Retaliation	Sexual Orientation	Political Affiliation	Marital Status	

6. Date(s) of the alleged discrimination: _____

7. In the space below, please describe the alleged discrimination. Explain what happened and who you believe was responsible. *(Include bus number, route number, name of transit employee(s) involved in the incident, date, location, and time of the incident, if applicable.)* Attach additional sheet if necessary.

8. Have you filed a complaint of the alleged discrimination with a federal, state, or local agency; or with a state or federal court?

Yes _____ No _____

If yes, check all that apply:

Federal _____ Federal Court _____
State _____ State Court _____ Local Court _____

Please provide the name of the Agency where you filed your complaint.

Agency Name: _____

Contact Person: _____

Complainant Signature

Date of Signature

You may attach any additional information you think is relevant to your complaint.

Submit your signed complaint and any attachments to:

**Broward County Transit Division
Attention: Transit Manager – Compliance
1 North University Drive, Suite 3100A, Box 306
Plantation, FL 33324**

Appendix D: Public Participation Plan (PPP)

Introduction

The Public Participation Plan (PPP) for the City of Deerfield Beach, Department of Parks and Recreation was developed to ensure that all members of the public, including minorities and Limited English Proficient (LEP) populations, are encouraged to participate in the decision-making process for the City of Deerfield Beach, Department of Parks and Recreation. Policy and service delivery decisions need to take into consideration community sentiment and public opinion based upon well-executed outreach efforts. The public outreach strategies described in the PPP are designed to provide the public with effective access to information about the City of Deerfield Beach, Department of Parks and Recreation services and to provide a variety of efficient and convenient methods for receiving and considering public comment prior to implementing changes to services. The City of Deerfield Beach, Department of Parks and Recreation also recognizes the importance of many types of stakeholders in the decision-making process, including other units of government, metropolitan area agencies, and community-based organizations, major employers, passengers and the general public, including low-income, minority, LEP, and other traditionally underserved communities.

Public Participation Goals

The main goal of the PPP is to offer meaningful opportunities for all interested segments of the public, including, but not limited to, low-income, minority and LEP groups, to comment, about the City of Deerfield Beach, Department of Parks and Recreation and its operations. The goals for this PPP include:

- **Inclusion and Diversity:** The City of Deerfield Beach, Department of Parks and Recreation will proactively reach out and engage low-income, minority, and LEP populations for the Your Community Transit service area so these groups will have an opportunity to participate.
- **Accessibility:** All legal requirements for accessibility will be met. Efforts will be made to enhance the accessibility of the public's participation – physically, geographically, temporally, linguistically and culturally.
- **Clarity and Relevance:** Issues will be framed in public meetings in such a way that the significance and potential effect of proposed decisions is understood by participants. Proposed adjustments services will be described in language that is clear and easy to understand.
- **Responsive:** The City of Deerfield Beach, Department of Parks and Recreation will strive to respond to and incorporate, when possible, appropriate public comments into transportation decisions.
- **Tailored:** Public participation methods will be tailored to match local and cultural preferences as much as possible.
- **Flexible:** The public participation process will accommodate participation in a variety of ways and will be adjusted over time as needed.

Public Participation Methods

The public will be invited to provide feedback on the City of Deerfield Beach, Department of Parks and Recreation website (www.dfb.city) and all feedback on the site will be recorded and passed on to the City of Deerfield Beach, Department of Parks and Recreation management. The public will also be able to call the City of Deerfield Beach, Department of Parks and Recreation office at 954-480-4442 during its hours of operation. Feedback collected over the phone will be recorded and passed on to the City of Deerfield Beach, Department of Parks and Recreation management. Formal customer surveys to measure performance, and listening sessions to solicit input, will be conducted periodically. The comments recorded as a part of these participation methods will be responded to as appropriate.

For all public meetings, the venue will be a facility that is accessible for persons with disabilities and, preferably, is served by public transit. If a series of meetings are scheduled on a topic, different meeting locations may be used, since no one location is usually convenient to all participants.

For community meetings and other important information, the City of Deerfield Beach, Department of Parks and Recreation will use a variety of means to make riders and citizens aware, including some or all of the following methods:

- In-vehicle advertisement
- Notifying clients of the center, which is done through posters and flyers
- Posting information on website
- Other methods required by local or state laws or agreements
- All information and materials communicating proposed and actual service adjustments will be provided in English and any other language that meets the "safe harbor" criteria.

Appendix E: Language Assistance Plan (LAP)

Introduction

The City of Deerfield Beach, Department of Parks and Recreation operates a transit system within northeast Broward County. The Language Assistance Plan (LAP) has been prepared to address The City of Deerfield Beach, Department of Parks and Recreation's responsibilities as they relate to the needs of individuals with Limited English Proficiency (LEP). Individuals, who have a limited ability to read, write, speak or understand English are LEP. In the City of Deerfield Beach, Department of Parks and Recreation service area, 8.94% who describe themselves as not able to communicate in English "very well" (Source: US Census). City of Deerfield Beach, Department of Parks and Recreation is federally mandated (Executive Order 13166) to take responsible steps to ensure meaningful access to the benefits, services, information and other important portions of its programs and activities for individuals who are LEP. The City of Deerfield Beach, Department of Parks and Recreation has utilized the U.S. Department of Transportation (USDOT) LEP Guidance Handbook and performed a four-factor analysis to develop its LAP.

For many LEP individuals, public transit is the principal transportation mode available. It is important for the City of Deerfield Beach, Department of Parks and Recreation to be able to communicate effectively with all of its riders. When the City of Deerfield Beach, Department of Parks and Recreation is able to communicate effectively with all of its riders, the service provided is safer, more reliable, convenient, and accessible for all within its service area. The City of Deerfield Beach, Department of Parks and Recreation is committed to taking reasonable steps to ensure meaningful access for LEP individuals to this agency's services in accordance with Title VI.

This plan will demonstrate the efforts that the City of Deerfield Beach, Department of Parks and Recreation undertakes to make its service accessible to all persons without regard to their ability to communicate in English. The plan addresses how services will be provided through general guidelines and procedures including the following:

- Identification: Identifying LEP populations in service areas
- Notification: Providing notice to LEP individuals about their right to language services
- Interpretation: Offering timely interpretation to LEP individuals upon request
- Translation: Providing timely translation of important documents
- Staffing: Identifying the City of Deerfield Beach, Department of Parks and Recreation staff to assist LEP customers
- Training: Providing training on LAP to responsible employees.

Four Factor Analysis

The analysis provided in this report has been developed to identify LEP population that may use The City of Deerfield Beach, Department of Parks and Recreation services and identify needs for language assistance. This analysis is based on the "Four Factor Analysis" presented in the Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons, dated April 13, 2007, which considers the following factors:

- 1) Demography: identifying the number and/or proportion of LEP persons served or encountered, and languages spoken in service area.
- 2) Frequency: determining the rate of contact with the City's programs, activities, and services.
- 3) Importance: gauging the nature and importance of City's program, service, and activities to people's lives.
- 4) Resources: assessing current and available resources, including language assistance services.

Factor 1: The Number and Proportion of LEP Persons Served or Encountered in the Eligible Service Population Of the 68,956 residents in the City of Deerfield Beach, Department of Parks and Recreation service area 11,757 residents describe themselves as speaking English less than "very well". People of [most numerous ethnicity] descent are the primary LEP persons likely to utilize City of Deerfield Beach, Department of Parks and Recreation services. For the City of

Deerfield Beach, Department of Parks and Recreation service area, the American Community Survey of the U.S. Census Bureau shows that among the area's population 82.95% speak English "very well". For groups who speak English "less than very well", 5.98% speak [Spanish/ Creole] and 5.18% speak [Creole]. Appendix F contains a table which lists the languages spoken at home by the ability to speak English for the population within the City of Deerfield Beach, Department of Parks and Recreation service area.

Factor 2: The Frequency with which LEP Individuals Come into Contact with Your Programs, Activities, and Services

The City of Deerfield Beach, Department of Parks and Recreation has assessed the frequency with which LEP individuals come in contact with the transit system. The methods utilized for this assessment include analysis of Census data, examining phone inquiries, requests for translated documents, and staff survey. As discussed above, Census data indicates that [insert a summary of either possible prominent LEP groups or the lack of prominent LEP group]. Phone inquiries and staff survey feedback indicated that the City of Deerfield Beach, Department of Parks and Recreation dispatchers and drivers interact infrequently with LEP persons. Most of these interactions have occurred with LEP persons who mainly spoke Spanish. Over the past 2 years, the City of Deerfield Beach, Department of Parks and Recreation has had 5 requests for translated documents.

Factor 3: The Nature and Importance of the Program, Activity, or Service Provided by the Recipient to People's Lives
Public transportation and regional transportation planning is vital to many people's lives. According to the Department of Transportation's *Policy Guidance Concerning Recipient's Responsibilities to LEP Persons*, providing public transportation access to LEP persons is crucial. A LEP person's inability to utilize public transportation effectively, may adversely affect his or her ability to access health care, education, or employment.

An on-board passenger survey was conducted to collect data on usage of and access to the City of Deerfield Beach, Department of Parks and Recreation services. According to the survey, the most common age among all the participants was 60 or older. This supports the fact that City of Deerfield Beach, Department of Parks and Recreation can be considered a senior transit service as most of its patrons are over the age of 60.

To further access personal mobility options, each respondent was asked how he or she would have made the surveyed trip had the City of Deerfield Beach, Department of Parks and Recreation not been available. The most frequent response was "friend or family member" (40 percent). An additional 25 percent indicated they would not have made the surveyed trip if the service was not available. This data indicates that the City of Deerfield Beach, Department of Parks and Recreation Service is very important as a primary means of transportation for its customers.

Factor 4: The Resources Available to the Recipient and Costs

The City of Deerfield Beach, Department of Parks and Recreation assessed its available resources that are currently being used, and those that could be used, to provide assistance to LEP populations. These resources include the following: Multi-language brochures and flyers and Creole and Spanish speaking staff to assist with translation. The City of Deerfield Beach, Department of Parks and Recreation provides a reasonable degree of services for LEP populations in its service area.

Language Assistance Plan

In developing a Language Assistance Plan, FTA guidance recommends the analysis of the following five elements:

1. Identifying LEP individuals who need language assistance
2. Providing language assistance measures
3. Training staff
4. Providing notice to LEP persons
5. Monitoring and updating the plan

The five elements are addressed below.

Element 1: Identifying LEP Individuals Who Need Language Assistance

Federal guidance provides that there should be an assessment of the number or proportion of LEP individuals eligible to be serviced or encountered and the frequency of encounters pursuant to the first two factors in the four-factor analysis.

The City of Deerfield Beach, Department of Parks and Recreation has identified the number and proportion of LEP individuals within its service area using United States Census data (see Appendix H). As presented earlier, 62.81% of the service area population speaks English only. The largest non-English spoken language in the service area is Spanish and Creole (5.98%). Of those whose primary spoken language is Spanish, approximately 5% identify themselves as speaking less than “very well”. Those residents whose primary language is not English or Spanish and who identify themselves as speaking English less than “very well” account for .98% of the service area population.

The City of Deerfield Beach, Department of Parks and Recreation may identify language assistance need for an LEP group by:

- Examining records to see if requests for language assistance have been received in the past, either at meetings or over the phone, to determine whether language assistance might be needed at future events or meetings.
- Having Census Bureau Language Identification Flashcards available at the City of Deerfield Beach, Department of Parks and Recreation Meetings. This will assist the City of Deerfield Beach, Department of Parks and Recreation in identifying language assistance needs for future events and meetings.
- Having Census Bureau Language Identification Flashcards on all transit vehicles to assist operators in identifying specific language assistance needs of passengers. If such individuals are encountered, vehicle operators will be instructed to obtain contact information to give to the City of Deerfield Beach, Department of Parks and Recreation management to follow-up.
- Vehicle operators and front-line staff (i.e. Dispatchers, Transit Operation Supervisors, etc.) will be surveyed on their experience concerning any contacts with LEP persons during the previous year.

Element 2: Language Assistance Measures

Federal Guidance suggests that an effective LAP should include information about the ways in which language assistance will be provided. This refers to listing the different language services an agency provides and how staff can access this information.

For this task Federal Guidance recommends that transit agencies consider developing strategies that train staff as to how to effectively deal with LEP individuals when they either call agency centers or otherwise interact with the agency.

City of Deerfield Beach, Department of Parks and Recreation has undertaken the following actions to improve access to information and services for LEP individuals:

1. Provide bilingual staff at community events, public hearings, and transit committee meetings.
2. Survey transit drivers and other front-line staff annually on their experience concerning any contacts with LEP persons during the previous year.
3. Provide Language Identification Flashcards onboard transit vehicles and in the City of Deerfield Beach, Department of Parks and Recreation offices.
4. Include statements clarifying that being bilingual is preferred on bus driver recruitment flyers and onboard recruitment posters.
5. When an interpreter is needed in person or on the telephone, staff will attempt to access language assistance services from a professional translation service or qualified community volunteers.

City of Deerfield Beach, Department of Parks and Recreation will utilize the demographic maps provided in Appendix G to better provide the above efforts to the LEP persons within the service area.

Element 3: Training Staff

In the case of the City of Deerfield Beach, Department of Parks and Recreation, the most important staff training is for front-line staff and transit drivers. Several representatives are bilingual in English, Spanish and Creole.

The following training will be provided to Customer Service Representative:

- Information on Title VI Procedures and LEP responsibilities
- Use of Language Identification Flashcards
- Documentation of language assistance requests
- How to handle a potential Title VI/LEP complaint

Element 4: Providing Note to LEP Persons

City of Deerfield Beach, Department of Parks and Recreation will make Title VI information available in English on the Agency's website. Key documents are written in English, Spanish and Creole. Notices are also posted in City of Deerfield Beach, Department of Parks and Recreation office lobby, on buses, and community center. Additionally, when staff prepares a document or schedules a meeting, for which the target audience is expected to include LEP individuals, then documents, meeting notices, flyers, and agendas will be printed in an alternative language based on the known LEP population.

Element 5: Monitoring and Updating the Plan

The plan will be reviewed and updated on an ongoing basis. Updates will consider the following:

- The number of documented LEP person contacts encountered annually
- How the needs of LEP persons have been addressed
- Determination of the current LEP population in the service area
- Determination as to whether the need for translation services has changed
- Determine whether the City of Deerfield Beach, Department of Parks and Recreation financial resources are sufficient to fund language assistance resources needed

The City of Deerfield Beach, Department of Parks and Recreation understands the value that its service plays in the lives of individuals who rely on this service, and the importance of any measures undertaken to make the use of system easier. The City of Deerfield Beach, Department of Parks and Recreation is open to suggestions from all sources, including customers, the City of Deerfield Beach, Department of Parks and Recreation staff, other transportation agencies with similar experiences with LEP communities, and the general public, regarding additional methods to improve their accessibility to LEP communities.

Safe Harbor Provision

DOT has adopted the Department of Justice's Safe Harbor Provision, which outlines circumstances that can provide a "safe harbor" for recipients regarding translation of written materials for LEP population. The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

The Safe Harbor Provision applies to the translation of written documents only. They do not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable. The City of Deerfield Beach, Department of Parks and Recreation may determine, based on the Four Factor Analysis, that even though a language group meets the threshold specified by the Safe Harbor Provision, written translation may not be an effective means to provide language assistance measures.

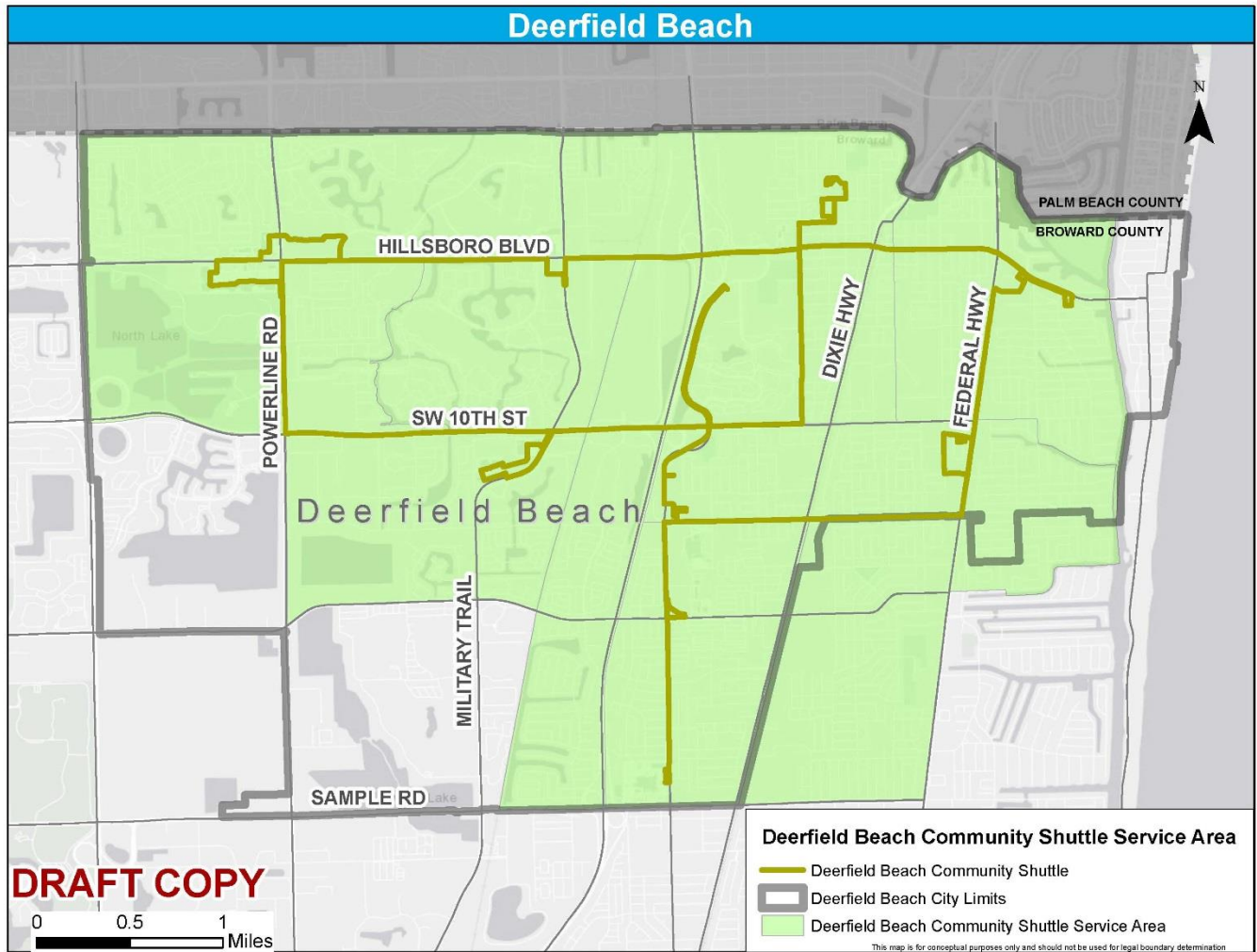
Appendix F: Operating Area Language Data: The City of Deerfield Beach Service Area

Language		
Total	68,956	100.00%
	43,314	62.81%
Spanish or Spanish Creole	9,747	14.14%
	5,626	8.16%
Speak English less than "very well"	4,121	5.98%
	1,738	2.52%
Speak English "very well"	1,019	1.48%
	719	1.04%
French Creole	6,613	9.59%
	3,040	4.41%
Speak English less than "very well"	3,573	5.18%
	675	0.98%
Speak English "very well"	460	0.67%
	215	0.31%
Portuguese or Portuguese Creole	4,092	5.93%
	1,819	2.64%
Speak English less than "very well"	2,273	3.30%
	233	0.34%
Speak English "very well"	213	0.31%
	20	0.03%
Yiddish	55	0.08%
	55	0.08%
Speak English less than "very well"	-	0.00%
	29	0.04%
Speak English "very well"	29	0.04%
	-	0.00%
Scandinavian languages	40	0.06%
	40	0.06%
Speak English less than "very well"	-	0.00%

Language		
Greek	72	0.10%
Speak English “very well”	49	0.07%
	23	0.03%
Russian	259	0.38%
	75	0.11%
Speak English less than “very well”	184	0.27%
	174	0.25%
Speak English “very well”	113	0.16%
	61	0.09%
Serbo-Croatian	16	0.02%
	13	0.02%
Speak English less than “very well”	3	0.00%
	57	0.08%
Speak English “very well”	48	0.07%
	9	0.01%
Armenian	-	0.00%
	-	0.00%
Speak English less than “very well”	-	0.00%
	-	0.00%
Speak English “very well”	-	0.00%
	-	0.00%
Gujarati	-	0.00%
	-	0.00%
Speak English less than “very well”	-	0.00%
	-	0.00%
Speak English “very well”	-	0.00%
	-	0.00%
Urdu	6	0.01%
	6	0.01%
Speak English less than “very well”	-	0.00%

Language		
Other Indic languages	57	0.08%
Speak English “very well”	57	0.08%
	-	0.00%
Other Indo-European Languages	198	0.29%
	198	0.29%
Speak English less than “very well”	-	0.00%
	346	0.50%
Speak English “very well”	61	0.09%
	285	0.41%
Japanese	43	0.06%
	35	0.05%
Speak English less than “very well”	8	0.01%
	7	0.01%
Speak English “very well”	-	0.00%
	7	0.01%
Mon-Khmer, Cambodian	9	0.01%
	-	0.00%
Speak English less than “very well”	9	0.01%
	-	0.00%
Speak English “very well”	-	0.00%
	-	0.00%
Thai	118	0.17%
	109	0.16%
Speak English less than “very well”	9	0.01%
	21	0.03%
Speak English “very well”	21	0.03%
	-	0.00%
Vietnamese	115	0.17%
	45	0.07%
Speak English less than “very well”	70	0.10%

Language		
Other Asian languages	76	0.11%
Speak English “very well”	76	0.11%
	-	0.00%
Tagalog	52	0.08%
	11	0.02%
Speak English less than “very well”	41	0.06%
	-	0.00%
Speak English “very well”	-	0.00%
	-	0.00%
Navajo	-	0.00%
	-	0.00%
Speak English less than “very well”	-	0.00%
	-	0.00%
Speak English “very well”	-	0.00%
	-	0.00%
Hungarian	67	0.10%
	38	0.06%
Speak English less than “very well”	29	0.04%
	565	0.82%
Speak English “very well”	467	0.68%
	98	0.14%
Hebrew	148	0.21%
	148	0.21%
Speak English less than “very well”	-	0.00%
	5	0.01%
Speak English “very well”	5	0.01%
	-	0.00%
Other and unspecified languages	9	0.01%
	9	0.01%
Speak English less than “very well”	-	0.00%





City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1059

Agenda Date: 12/7/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving an agreement with Broward County for the City's provision of agency coordinated transportation services for a three-year term in an amount not to exceed \$598,280; authorizing the City Manager to execute the Agreement; providing for implementation and an effective date. (Funds from Account #001-0000-337-60-98 - General Fund/Paratransit)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Account Name: General Fund/Paratransit

Account Number: 001-0000-337-60-98

Background/History

Broward County (the "County") developed the Agency Coordinated Transportation ("ACT") Program to function within the Broward County paratransit Transportation Options Program ("TOPS"). The ACT Program allows qualified agencies to provide paratransit transportation services to and from their congregated service centers, directly to TOPS-eligible riders. The City of Deerfield Beach Parks and Recreation Department provides paratransit transportation services to existing TOPS customers to and from their specific facility location.

The ACT Program is also designed to provide the benefit of improved service, including, but not limited to, agency established routes and scheduled pick-ups, complaint investigation, and efficient utilization of existing vehicles.

Current Activity

Staff has submitted the ACT Interlocal Agreement to ensure transportation services are available to existing TOPS customers to and from their specific facility location.

Recommendation

Staff recommends approval of the ACT Interlocal Agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING AN AGREEMENT WITH BROWARD COUNTY FOR THE CITY'S PROVISION OF AGENCY COORDINATED TRANSPORTATION SERVICES FOR A THREE-YEAR TERM IN AN AMOUNT NOT TO EXCEED \$598,280; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Broward County (the "County") developed the Agency Coordinated Transportation ("ACT") Program to function within the Broward County paratransit Transportation Options Program ("TOPS"); and

WHEREAS, the ACT Program allows qualified agencies to provide paratransit transportation services to and from their congregated service centers, directly to TOPS-eligible riders; and

WHEREAS, the ACT Program is designed to provide operational benefits including, but not limited to, reduced higher-cost TOPS demand services trips, increased City responsibility and control over the transportation for clients who frequent City facilities, reduced operational service delays, improved efficiency of trip delivery, and assistance to clients that require a higher level of personal service; and

WHEREAS, the ACT Program is also designed to provide the benefit of improved service including, but not limited to, City established routes and scheduled pickups, complaint investigations, and efficient utilization of existing vehicles; and

WHEREAS, providing the most reliable, efficient, cost-effective paratransit transportation services benefit clients, the County, and the City; and

WHEREAS, the City has the ability to provide paratransit transportation services to and from its facility under the ACT Program; and

WHEREAS, the City and County desire to enter into an agreement for the City to provide paratransit transportation services under the Agreement for Agency Coordinated Transportation Services for a three-year term, with two additional one year extension options, in an amount not to exceed \$598,280 (the "Agreement"); and

WHEREAS, staff recommends that the City Commission approve, and authorize execution of, the Agreement with the County, attached as Exhibit "A," for the City's provision of ACT Services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Agreement with the County, attached as Exhibit “A,” for ACT Services.

Section 3. The City Commission hereby authorizes the City Manager to execute the Agreement, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution, including any necessary amendments to the Agreement.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

**AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR
AGENCY COORDINATED TRANSPORTATION (ACT) SERVICES**

This is an Agreement ("Agreement"), made and entered into by and between: Broward County, a political subdivision of the State of Florida, ("County,") and City of Deerfield Beach, a municipality of the State of Florida ("Agency") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. County developed the Agency Coordinated Transportation ("ACT") Program to function within the Broward County paratransit Transportation Options ("TOPS") Program;
- B. The ACT Program allows qualified agencies to provide paratransit transportation services, to and from their congregated services centers, directly to TOPS-eligible riders;
- C. The ACT Program is designed to provide operational benefits including, but not limited to, reduced higher-cost TOPS demand service Trips; increased Agency responsibility and control over the transportation for Clients who frequent their facility; reduced operational service delays; improved efficiency of Trip delivery; and assistance to Clients that require a higher level of personal service;
- D. The ACT Program is also designed to provide the benefit of improved service, including, but not limited to, Agency established routes and scheduled pick-ups, complaint investigation, and efficient utilization of existing Vehicles;
- E. Providing the most reliable, efficient, cost-effective paratransit transportation services benefits Clients, County, and Agency;
- F. Agency represents that it has the ability to provide paratransit transportation services to and from its facility under the ACT Program and this Agreement and has expressed an interest in providing such services;
- G. County desires to engage Agency to provide paratransit transportation services under an agreement containing mutually satisfactory terms and conditions; and
- H. This Agreement reflects and memorializes the negotiations between the Parties.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Accident or Incident** means an event that results in property damage and/or injury to a person.

1.2 **Agency** means a municipality or qualified non-profit social service entity that provides transportation service to their specific location within Broward County.

1.3 **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as currently enacted or as may be amended.

1.4 **Annual Operating Report** means an annual report prepared by the Community Transportation Coordinator, as defined in the Florida Administrative Code (F.A.C.) and Florida Statutes, detailing the designated areas operating and performance statistics for the most recent operating year.

1.5 **Americans with Disabilities Act of 1990 or ADA** means the civil rights act signed into law on January 26, 1990, as public law 101-336, 42 U.S.C. 12101, et seq., as it is currently enacted and as it may be amended.

1.6 **Board** means the Board of County Commissioners of Broward County, Florida.

1.7 **BCT** means the Broward County Transportation Department.

1.8 **Chapter 41-2 Florida Administrative Code** means the rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in Chapter 427, Florida Statutes, as currently enacted or as may be amended.

1.9 **Chapter 427 Part I, Florida Statutes** means the Florida Statute provisions establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities, as currently enacted or as may be amended.

1.10 **Client** means an individual that County has determined to be eligible to receive ADA paratransit services or an individual meeting the criteria established by County for Transportation Disadvantaged Trips.

1.11 **Community Transportation Coordinator (CTC)** means a transportation entity recommended, consistent with Chapter 427 Part I, Florida Statutes, to ensure that coordinated transportation services are provided to serve the Transportation Disadvantaged population in a designated service area.

1.12 **Complaint or Service Complaint** means a Service-related incident reported to County or Agency. Examples of Complaints include, but are not limited to, denial of service, late pick-ups, Client behavior issues, Driver behavior issues, and Passenger discomfort.

1.13 **Contract Administrator** means the Director of the Transportation Department, or the Deputy Director of the Transportation Department, or such other person designated in writing by the Director of the Transportation Department.

1.14 **Coordination** means the arrangement for the provision of transportation services to the Transportation Disadvantaged in a manner that is cost effective, efficient, and reduces fragmentation and duplication of services.

1.15 **Driver(s)** means person(s) providing driving Services for the Agency.

1.16 **Incident** means any moving violation for which the Driver is issued a citation or any event that occurs while the Agency is providing Service that requires the intervention of County, Agency, or another government agency.

1.17 **Mobility Aid(s)** means a personal device or animal used by a client to facilitate travel, including, but not limited to: a Personal Care Attendant; wheelchair; scooter; walker; cane, or a service animal such as, but not limited to, a guide dog.

1.18 **Passenger** means any person occupying either a seat or wheelchair tie-down berth in the Vehicle. Passengers may be Clients, their companions, guests, or Personal Care Attendants.

1.19 **Passenger Hours** means the number of hours each individual Passenger rides in the Vehicle. This is a duplicated hourly count (i.e., if ten (10) Passengers ride together for (1) hour, there are ten (10) Passenger hours).

1.20 **Passenger Miles** means the number of miles each Passenger rides in the Vehicle. This is a duplicated mileage count (i.e., if ten (10) Passengers ride together for ten (10) miles, there are one hundred (100) Passenger miles).

1.21 **Passenger Trip** means all Trips performed by Agency, including transportation of Clients, their companions or guests, and Personal Care Attendants.

1.22 **Personal Care Attendant or PCA** means someone who is designated and/or employed specifically to help the Clients meet their personal needs, including traveling. A PCA may always travel with a Client and shall not be required to pay a fare.

1.23 **Revenue Service Hour** means the number of hours a Vehicle is in service from the time it arrives at the first Client pick-up address to the time it arrives at the last Client drop-off

address, excluding all Driver breaks, without regard to the number of Passengers on board the Vehicle at any given time.

1.24 **Revenue Miles** means the number of miles driven from the first client pick-up address to the last client drop-off address, excluding all breaks, regardless of the number of Passengers on board at any given time.

1.25 **Services** or **ACT Services** means paratransit transportation services including, but not limited to, transporting Clients, and all work required by Agency under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other Services specified in Exhibit A.

1.26. **Subcontractor** means an entity or individual providing services to Agency through a third-party for all or any portion of the Services.

1.27 **Transportation Options** or **TOPS** means Broward County's paratransit program.

1.28 **Transportation Disadvantaged** or **TD** means people who, because of physical or mental disability, income status, or age, are unable to transport themselves, or to purchase transportation, and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or who care children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes, as currently enacted or as may be amended.

1.29 **Trip** means a unit of service that is measured from the time the Clients are picked up to the time the Clients are delivered to their destination. Each destination constitutes a Trip.

1.30 **Vehicle(s)** means the Vehicles utilized by the Agency to perform Services.

ARTICLE 2 – EXHIBITS

Exhibit A	Scope of Services
Exhibit B	Price Sheet
Exhibit C	The Commission for the Transportation Disadvantaged Standards and Performance Requirements
Exhibit D	Drug Free Workplace Policy Certification

ARTICLE 3 - SCOPE OF SERVICES

3.1 Agency shall perform all Services, including, without limitation, the work specified in Exhibit A ("Scope of Services"). The Scope of Services is a description of Agency's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work

described that exclusion of any of them would render performance by Agency impractical, illogical, or unconscionable.

3.2 Services may be performed by Agency through the use of its employees or Agency may enter into a contract with a third party to perform the Services. If Agency contracts with a third-party, Agency shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with the terms, conditions, duties, and obligations outlined in this Agreement.

ARTICLE 4 - TERM AND TIME FOR PERFORMANCE

4.1 The term of this Agreement shall begin on January 1, 2022 ("Effective Date") and continue through 12:00 a.m., December 31, 2024 ("Initial Term"), unless otherwise terminated as provided in this Agreement. The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."

4.2 Extensions. County may extend this Agreement for up to two (2) additional one (1) year Terms (each an "Extension Term"), subject to Agency's written notice of acceptance, by sending notice of extension to Agency at least thirty (30) days prior to the expiration of the then-current Term. The Director of Purchasing is authorized to exercise this extension option.

4.3 Additional Extension. If unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no Extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of Services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for periods not to exceed three (3) months in the aggregate. The Purchasing Director may exercise this option by written notice to Agency stating the duration of the extended period, at least thirty (30) days prior to the end of the then-current Term.

4.4 Extension Rates and Terms. Unless expressly stated in Exhibit B ("Price Sheet"), Agency shall be compensated at the rates in effect when an Extension Term or the additional extension described in Section 4.3 was invoked by County and shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.5 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.6 Time of the Essence. Time is of the essence in performing the Services, duties, obligations, and responsibilities required by this Agreement.

4.7 Commencement of Services. Services shall not commence until the Agency's receipt of a written Notice to Proceed from the Contract Administrator.

ARTICLE 5 - COUNTY'S OBLIGATIONS

County's obligations:

5.1 County shall provide the Agency with Mobile Data Computer (MDC) and Automatic Vehicle Location (AVL) equipment for each Vehicle. County is responsible for installation and maintenance of such equipment as well as the costs for County's communication access to such equipment, which will allow County to monitor Vehicle operation and Vehicle location. Agency shall permit County to install such equipment on all Vehicles used for Services. Agency may not provide Services with any Vehicle unless and until County has installed such equipment on the Vehicle.

5.2 Data collected by AVL and MDC systems will be housed on County's computer servers. County will be responsible for the maintenance of the AVL and MDC systems.

ARTICLE 6 - COMPENSATION

6.1 County will pay Agency in the manner specified in Section 6.2, up to a maximum amount of Five Hundred, Ninety Eight Thousand, Two Hundred Eighty Dollars (\$598,280) for Services provided under this Agreement, including during the two (2) Extension Terms, if either or both Extension Terms are effected. Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B ("Price Sheet"). Agency acknowledges that the amount stated above is the maximum payable amount to Agency and constitutes a limitation upon County's obligation to compensate Agency for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Agency's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to Agency to reimburse expenses unless specifically authorized in this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1. Agency must submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed.

6.2.2. Agency must submit invoices for compensation, in the format approved by County. An original and one (1) copy of the invoice are due within five (5) days after the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall specify the nature of the services performed.

6.2.3. County shall pay Agency within thirty (30) calendar days of receipt of Agency's proper invoice, as required by the "Broward County Prompt Payment Ordinance" Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices

must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Agency to comply with a term, condition, or requirement of this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or Agency's failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

6.4 Payment shall be made to Agency at:
City of Deerfield Beach
Department of Parks and Recreation
401A SW 4th Street
Deerfield Beach, FL 33441

ARTICLE 7 - PERFORMANCE STANDARDS AND EXPECTATIONS

7.1 The safe, courteous, and timely delivery of Services is of critical importance.

7.2 Agency's is required to maintain a minimum average of three (3) Passengers per revenue service hour, per Vehicle. Agency's failure to maintain this requirement during any three (3) month period shall constitute a breach of this Agreement, entitling County to immediately terminate the same in accordance with Article 11 of this Agreement.

7.3 Agency shall ensure that Services provided pursuant to this Agreement meet the minimum standards and performance requirements outlined in Exhibit C ("The Commission for the Transportation Disadvantaged Standards and Performance Requirements").

7.4 Agency, as a contracted transit provider, shall comply with the requirements of Rule 14-90, Florida Administrative Code ("F.A.C.") ("Equipment and Operation Safety Standards for Bus Transit Systems"), as currently enacted or as may be amended.

7.5 Agency shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the Services which they are providing. Agency shall ensure that all Vehicle operators meet all requirements for performing Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, F.A.C., as currently enacted or as may be amended.

7.6 Agency is required to develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP), both of which must comply with the safety standards set forth in Rule 14-90 F.A.C., as currently enacted or as may be amended.

7.7 County will conduct an annual System Safety review of each Agency to comply with safety requirements of Rule 14-90, F.A.C., as currently enacted or a may be amended.

ARTICLE 8 -REPRESENTATIONS AND WARRANTIES

8.1 Representation of Authority. Agency represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Agency, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Agency has with any third party or that violates Applicable Law. Agency further represents and warrants that execution of this Agreement is within Agency's legal powers, and each individual executing this Agreement on behalf of Agency is duly authorized by all necessary and appropriate action to do so on behalf of Agency and does so with full legal authority.

8.2 Contingency Fee. Agency represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Agency, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.3 Truth-In-Negotiation Representation. Agency's compensation under this Agreement is based upon its representations to County, and Agency certifies that the wage rates, factual unit costs, and other information supplied to substantiate Agency's compensation, including, without limitation, those made by Agency during the negotiation of this Agreement, are accurate, complete, and current as of the date Agency executes this Agreement. Agency's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

8.4 Public Entity Crime Act. Agency represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Agency further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Agency has been placed on the convicted vendor list.

8.5 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Agency represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 and 215.4725, Florida Statutes. Agency represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Agency represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

8.6 Claims Against Agency. Agency represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other

board or official, pending or, to the knowledge of Agency, threatened against or affecting Agency, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Agency to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Agency or on the ability of Agency to conduct its business as presently conducted or as proposed or contemplated to be conducted.

8.7 Verification of Employment Eligibility. Agency represents that Agency and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Agency violates this section, County may immediately terminate this Agreement for cause and Agency shall be liable for all costs incurred by County due to the termination.

8.8 Warranty of Performance. Agency represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all Services and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Agency represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services, shall equal or exceed prevailing industry standards for the provision of such Services.

8.9 Prohibited Telecommunications Equipment. Agency represents and certifies that it and its Subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. Sections 52.204-24 through 52.204-26. Agency represents and certifies that Agency and its Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

8.10 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances ("Act"), Agency certifies and represents that it shall at all times comply with the provisions of the Act. The contract language referenced in the Act is deemed incorporated in this Agreement as though fully set forth in this section.

8.11 Breach of Representations. Agency acknowledges that County is materially relying on the representations, warranties, and certifications of Agency stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Agency; (c) set off from any amounts due Agency the full amount of any damage incurred; and (d) debarment of Agency.

ARTICLE 9- INDEMNIFICATION

Agency shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Agency, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Agency shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Agency under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 10 - INSURANCE

10.1 Agency is an entity subject to Section 768.28, Florida Statutes, as may be amended, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor will anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. Agency shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 11 – TERMINATION

11.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within fifteen (15) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in all other instances, termination for cause may be effected by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. This Agreement may also be terminated by the County Administrator, upon such notice as the County Administrator deems

appropriate under the circumstances, if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause was provided and Agency shall be eligible for the compensation for Services actually performed through the effective date of the termination.

11.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

11.2.1. Agency's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or in any Work Authorization, or submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

11.2.2. By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for fraud, misrepresentation, or material misstatement by Agency in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

11.2.3. By the Director of OESBD upon the disqualification of Agency as a CBE or SBE if Agency's status as a CBE or SBE was a factor in the award of this Agreement and such status was misrepresented by Agency, or upon the disqualification of one or more of Agency's CBE or SBE participants by County's Director of OESBD if any such participant's status as a CBE or SBE firm was a factor in the award of this Agreement and such status was misrepresented by Agency or Agency's CBE or SBE participants during the procurement or the performance of this Agreement.

11.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

11.4 If this Agreement is terminated for convenience by County, Agency shall be paid for any Services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Agency acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience in the form of County's obligation to provide advance notice to Agency of such termination in accordance with Section 11.1.

11.5 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 12 - EEO COMPLIANCE

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Agency shall include the foregoing or similar language in its contracts with its Subcontractor and shall require inclusion of the foregoing or similar language in their contracts with subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

ARTICLE 13 – MISCELLANEOUS

13.1 Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Agency to manage and supervise the performance of this Agreement. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

13.2 Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Agency in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Agency hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Agency to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Agency may be withheld until all Documents and Work are received as provided in this Agreement. Agency shall ensure that the requirements of this section are included in all agreements with its Agency(s).

13.3 Public Records. To the extent Agency is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Agency shall:

13.3.1. Keep and maintain public records required by County to perform the Services;

13.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

13.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this

Agreement if the records are not transferred to County; and

13.3.4. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Agency or keep and maintain public records required by County to perform the services. If Agency transfers the records to County, Agency shall destroy any duplicate public records that are exempt or confidential and exempt. If Agency keeps and maintains the public records, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Agency will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Agency contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Agency must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by Agency as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Agency. Agency shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8245, TRANSITRECORDS@BROWARD.ORG, 1 N. UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

13.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Agency and its Subcontractors that are related to this Agreement. Agency and its Subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Agency or its Subcontractors shall make same available in written form at no cost to

County.

Agency and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least five (5) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Agency hereby grants County the right to conduct such audit or review at Agency's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Agency in excess of five percent (5%) of the total contract billings reviewed by County, in addition to making adjustments for the overcharges, Agency shall pay the actual cost of County's audit or, if the actual cost is unreasonably high, the reasonable cost. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Agency.

Agency shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

13.5. Independent Agency. Agency is an independent Agency of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Agency nor its agents shall act as officers, employees, or agents of County. Agency shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

13.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

13.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by the Parties nor shall anything included herein be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement. The Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.

13.8. Third-Party Beneficiaries. Neither Agency nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.9. Notice and Payment Address. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Agency. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Transportation Department
Attn: Department Director
1 N. University Drive, Suite 3100A
Plantation, Florida 33324
E-mail address: cwalton@broward.org

FOR AGENCY:

City of Deerfield Beach
Attn: Director of Parks and Recreation
401A SW 4th Street
Deerfield Beach, FL 33441
E-mail address: trynard@deerfield-beach.com

13.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Agency without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

13.11. Conflicts. Neither Agency nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Agency's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Agency's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Agency is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an

expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Agency or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If Agency is permitted pursuant to this Agreement to utilize contractors to perform any Services required by this Agreement, Agency shall require such contractors, by written contract, to comply with the provisions of this section to the same extent as Agency.

13.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

13.13. Compliance with Laws. Agency and the Services must comply with all Applicable Law, including, without limitation, Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

13.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

13.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

13.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

13.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Agency.

13.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

13.21. HIPAA Compliance. County has access to protected health information ("PHI") that is subject to the requirements of 45 C.F.R. Parts 160, 162, and 164 and related regulations. If Agency is considered by County to be a covered entity or business associate or is required to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Agency shall fully protect individually identifiable health information as required by HIPAA or HITECH and, if requested by County, shall execute a Business Associate Agreement in the form set forth at <http://www.broward.org/Purchasing/Pages/StandardTerms.aspx>. The County Administrator is authorized to execute a Business Associate Agreement on behalf of County. Where required, Agency shall handle and secure such PHI in compliance with HIPAA, HITECH, and related regulations and, if required by HIPAA, HITECH, or other Applicable Law, include in its "Notice of Privacy Practices" notice of Agency's and County's uses of client's PHI. The requirement to comply with this provision, HIPAA, and HITECH shall survive the expiration or earlier termination of this Agreement. Agency shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

13.22. Payable Interest

13.22.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Agency for any reason, whether as prejudgment interest or for any other purpose, and Agency waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

13.22.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

13.23. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

13.24. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.25. Use of County Logo. Agency shall not use County's name, logo, or otherwise refer to this Agreement in marketing or publicity materials without prior written consent from County.

13.26. Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Agency certifies that it has and will maintain a drug-free workplace program throughout the Term.

13.27. Drugs and Alcohol Testing Program. Agency shall participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol program that complies with 49 C.F.R. Part 655. In addition, Agency shall produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of services and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and the review testing process.

13.28. Agency shall certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit D.

13.29. Agency shall prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by the date determined by the Contract Administrator, but no later than February 15th of each year. Additionally, Agency shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program

Manager to inspect its records during site visits, to ensure compliance with program requirements.

13.30. Living Wage Requirement. If Agency is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Agency shall fully comply with the requirements of such ordinance and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as defined therein. Agency shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

13.31. Workforce Investment Program. This Agreement constitutes a "Covered Contract" under the Broward Workforce Investment Program, Section 19.211, Broward County Administrative Code ("Workforce Investment Program"). Agency affirms it is aware of the requirements of the Workforce Investment Program and agrees to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal as set forth the Workforce Investment Program, including by (a) publicly advertising exclusively with CareerSource Broward for at least five (5) business days any vacancies that are the direct result of this Agreement (whether those vacancies are with Agency or its Subcontractors) and using good faith efforts to interview any qualified candidates referred under the Workforce Investment Program, and (b) using good faith efforts to hire Qualifying New Hires, as defined by the Workforce Investment Program, for at least fifty percent (50%) of the vacancies that are the direct result of this Agreement. Until at least one (1) year after the conclusion of this Agreement, Agency shall maintain and make available to County upon request all records documenting Agency's compliance with the requirements of the Workforce Investment Program and shall submit the required Workforce Investment Reports to the Contract Administrator annually by January 31 and within thirty (30) days after the expiration or termination of this Agreement. Failure to demonstrate good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal shall constitute a material breach of this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on the ____ day of _____, 2021, and _____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
ACT Form 2021 - Municipalities.doc
11/12/2021
#21-114.00

AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH FOR AGENCY
COORDINATED TRANSPORTATION (ACT) SERVICES

AGENCY

WITNESSES:

CITY OF DEERFIELD BEACH

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20__

Print Name of Witness above

Approved as to legal sufficiency:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

Agency shall be responsible for providing paratransit transportation service, which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the Services to existing TOPS Clients who utilize Agency's Northeast Focal Point Senior Center.

I. Productivity Requirement

Agency shall maintain a minimum average of three (3) Passengers per revenue service hour, per Vehicle. It is understood and agreed between County and the Agency that the Agency's failure, to maintain a minimum average of three (3) Passengers per revenue service hour, per Vehicle, during any three (3) month period shall constitute a breach entitling County to immediately terminate in accordance with the terms of this Agreement.

II. Client Eligibility and Registration

County determines Client eligibility based upon criteria established by County.

III. Personnel

1. All personnel assigned to provide Services shall be knowledgeable concerning transportation services for persons with disabilities, maintain a professional, courteous attitude toward all Clients and other individuals, and promote goodwill toward the general public including answering to the best of their ability all Client questions. County encourages the Agency to consider employment of persons with disabilities to provide Services.
2. County shall have the right, but not the obligation, to require the removal of any Agency employee from performing the Services in the event that such employee takes or fails to take any action that results in Agency not meeting the requirements of this Agreement.
3. Agency shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verification of employment and the employee's Vehicle operator's license number and expiration date. In addition, Agency shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request.

IV. Driver Requirements

1. Agency shall require all personnel providing Services to possess the following regarding Driver licensing:

- a. A current, valid Driver's license for at least the past three (3) years (time spent driving on a learner's permit does not count toward this requirement) issued by the State of Florida that meets the then current state and federal requirements.
 - b. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances.
2. Agency shall not employ or retain any Driver whose driving record, as compiled by the Florida Department of Motor Vehicles, does not meet the following criteria:
 - a) No more than one (1) moving violation in the past three (3) years.
 - b) No at-fault accident in the last three (3) years.
 - c) No Failures to Appear or Failures to Pay in the last three (3) years.
 - d) No Reckless Driving within the last seven (7) years.
 - e) No Reckless Driving causing injury.
 - f) No Driving Under the Influence (DUI) within the last seven (7) years. Two convictions (lifetime) for DUI will result in an automatic disqualification.
 - g) No DUI causing injury.
 - h) No suspensions within the last three (3) years. One suspension for PIP permitted.
 - i) No Manslaughter charges resulting from the operation of a motor vehicle.
 - j) No Hit-Run or Hit-Run Property Damage.
 - k) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

V. Criminal Background Screenings

1. Agency must perform criminal background screenings on all prospective and current employees. Criminal background screenings shall include, but shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website and may include local criminal records checks through local law enforcement agencies.
2. Agency shall conduct these background screenings on all current employees at least once every twelve (12) months.
3. Agency acknowledges that it will be responsible for any and all direct or indirect costs associated with the required criminal background screening check requirement.
4. Any prospective or current employee must not have an arrest awaiting final disposition, must not have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, and must not have been adjudicated delinquent and the record has not been sealed or expunged for, any offense set forth in the list of Florida Criminal Statutes below.

5. In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later), involving any of the offenses set forth in the list of Florida Criminal Statutes below, Agency may, following Agency's consideration of the totality of the circumstances, permit such an individual to perform Services under this Agreement.

Florida Criminal Statutes

- (a) Section 393.135, Florida Statutes, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, Florida Statutes relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, Florida Statutes relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, Florida Statutes relating to murder.
- (e) Section 782.07, Florida Statutes relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, Florida Statutes relating to vehicular homicide.
- (g) Section 782.09, Florida Statutes relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, Florida Statutes relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, Florida Statutes relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, Florida Statutes relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, Florida Statutes relating to kidnapping.
- (l) Section 787.02, Florida Statutes relating to false imprisonment.
- (m) Section 787.025, Florida Statutes relating to luring or enticing a child.
- (n) Section 787.04(2), Florida Statutes relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), Florida Statutes relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), Florida Statutes relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), Florida Statutes relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, Florida Statutes relating to sexual battery.
- (s) Former Section 794.041, Florida Statutes relating to prohibited acts of

- persons in familial or custodial authority.
- (t) Section 794.05, Florida Statutes relating to unlawful sexual activity with certain minors.
 - (u) Chapter 796, Florida Statutes relating to prostitution.
 - (v) Section 798.02, Florida Statutes relating to lewd and lascivious behavior.
 - (w) Chapter 800, Florida Statutes relating to lewdness and indecent exposure.
 - (x) Section 806.01, Florida Statutes relating to arson.
 - (y) Section 810.02, Florida Statutes relating to burglary.
 - (z) Section 810.14, Florida Statutes relating to voyeurism, if the offense is a felony.
 - (aa) Section 810.145, Florida Statutes relating to video voyeurism, if the offense is a felony.
 - (bb) Chapter 812, Florida Statutes relating to theft, robbery, and related crimes, if the offense is a felony.
 - (cc) Section 817.563, Florida Statutes relating to fraudulent sale of controlled substances, only if the offense was a felony.
 - (dd) Section 825.102, Florida Statutes relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
 - (ee) Section 825.1025, Florida Statutes relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
 - (ff) Section 825.103, Florida Statutes relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
 - (gg) Section 826.04, Florida Statutes relating to incest.
 - (hh) Section 827.03, Florida Statutes relating to child abuse, aggravated child abuse, or neglect of a child.
 - (ii) Section 827.04, Florida Statutes relating to contributing to the delinquency or dependency of a child.
 - (jj) Former Section 827.05, Florida Statutes relating to negligent treatment of children.
 - (kk) Section 827.071, Florida Statutes relating to sexual performance by a child.
 - (ll) Section 843.01, Florida Statutes relating to resisting arrest with violence.
 - (mm) Section 843.025, Florida Statutes relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
 - (nn) Section 843.12, Florida Statutes relating to aiding in an escape.
 - (oo) Section 843.13, Florida Statutes relating to aiding in the escape of juvenile inmates in correctional institutions.
 - (pp) Chapter 847, Florida Statutes relating to obscene literature.
 - (qq) Section 874.05, Florida Statutes relating to encouraging or recruiting another to join a criminal gang.
 - (rr) Chapter 893, Florida Statutes relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.

- (ss) Section 916.1075, Florida Statutes relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), Florida Statutes relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, Florida Statutes relating to escape.
- (vv) Section 944.46, Florida Statutes relating to harboring, concealing, or aiding an escaped prisoner.
- (ww) Section 944.47, Florida Statutes relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, Florida Statutes relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, Florida Statutes relating to contraband introduced into detention facilities.
- (zz) Any offense that constitutes domestic violence as defined in Section 741.28, Florida Statutes

VI. Complaint Handling

1. Agency shall respond to Complaints regarding the quality of Services brought by Clients or by County on its own initiative or otherwise. Agency's responses to Complaints shall be provided to County verbally within two (2) calendar days after Agency's receipt of the Complaint and in writing within five (5) calendar days after Agency's receipt of the Complaint. Agency shall copy Contract Administrator on all correspondence regarding Complaints. At the request of County, Agency shall meet with Contract Administrator to review any Complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or Services shall be conclusive, and curative measures required by Contract Administrator shall be implemented by Agency as expeditiously as possible.
2. Agency shall be required to resolve all written and oral Complaints received from the public or County. Agency shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.
3. Agency shall submit a monthly report to Contract Administrator summarizing Complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters.

VII. Reporting

1. Prior to execution of this Agreement, and no later than January 1st of each year, Agency will certify that no other funding sources will be received/utilized to pay for any portion of Services provided pursuant to this Agreement. If any other funding sources are

received/utilized for Services, Agency shall promptly disclose to County in writing those sources and amounts of funding.

2. Agency shall develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
3. Agency shall maintain certain records of information and data in the format prescribed by County. Agency shall supply the reports listed below to County pursuant to the schedule as set forth below. Reports shall be transmitted to County in a format that can be read and updated using standard software tools compatible with County's system, such as Microsoft Excel, Microsoft Word and Adobe Acrobat Reader.
4. Agency shall complete and submit to the County an Annual Operating Report as directed by the Contract Administrator. The report shall be prepared on forms provided by the County and according to the instructions for the forms. Required Annual Operating Report information shall be submitted, including all required documents, on a quarterly basis to the County.
5. Reports of all Accidents/Incidents (loss of life, injuries, stoppage, or major disruption of Services; non-routine events) must be submitted to the County within one (1) hour of the event.
6. Agency shall respond to Contract Administrator's requests for information in a timely manner.
7. Monthly reports to be submitted by the seventh (7) business day of each month:
 - Ridership report (number of Passengers, revenue miles per Vehicle, Vehicle miles per Vehicle);
 - Current roster of Drivers;
 - Revenue Vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service);
 - Fuel usage (in gallons) for revenue service Vehicles; and
 - Complaint summary as required herein.
8. Yearly reports to be submitted no later than January 1st of each year:
 - Vehicle inventory and mileage on each Vehicle;
 - Current insurance certificate in accordance with County requirements;
 - National Transit Database Operating Expenses Summary Form; and
 - Annual Operating Report.

VIII. Safety and Security Reporting Requirements

1. A Safety Certification must be submitted to County no later than February 15th annually for the prior calendar year. The Safety Certification shall attest to compliance with the

adopted SSPP and SPP, and the performance of safety inspections on all Vehicles operated by an ASE certified mechanic. The Safety Certification shall comply with the standards set forth in Rule 14-90 F.A.C., Equipment and Operation Safety Standards for Bus Transit Systems, as currently in enacted or as may be amended.

2. Agency shall notify Contract Administrator within two (2) hours of the occurrence and provide a full Incident report of any Major Incident involving an Agency Vehicle. A Major Incident involves one of the following conditions:
 - A fatality due to an Incident;
 - Injuries requiring immediate medical attention away from the scene for one or more persons;
 - Property damage involving an Agency Vehicle; and
 - An evacuation due to life safety reasons.
3. A summary report of all Non-Major Incidents involving an Agency Vehicle. A Non-Major Incident involves one of the following conditions:
 - Where one Passenger is transported for off-site medical care;
 - Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00;
 - All non-arson fires not qualifying as Major Incidents; and
 - All crimes aboard Agency Vehicle(s) resulting arrests.

IX. Vehicles

1. Agency shall operate Vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles.
2. Agency shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s).
3. County, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s), the use of which shall be subject to all terms and conditions of this Agreement.
4. Agency, as a contract transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90 F.A.C., Equipment and Operational Safety Standards for Bus Transit Systems.
5. Agency, at its sole cost and expense shall maintain the Vehicles and all their equipment and appurtenances, in a good state of repair and in efficient operating condition during the term of the Agreement.

6. Agency shall be responsible for all inspections and repairs or alterations as required by Chapter 14-90 F.A.C.
7. Agency shall utilize the Preventative Maintenance Planning, Training and Technical Assistance Program (PrMPT) vehicle maintenance web-based software, as directed by County, to monitor Vehicle maintenance program oversight. Agency may not bill County for the cost of utilizing this web-based software.
8. Agency shall develop a preventive maintenance schedule, which shall be subject to approval by County. Agency shall comply with the approved preventative maintenance schedule. Agency shall maintain current records of all maintenance work performed on Vehicles. The records shall be kept onsite and available for inspection by Contract Administrator or designee.
9. County shall have the right to inspect, or cause to be inspected, all Vehicles and the maintenance and storage facilities. The inspections may be scheduled or unscheduled. County may inspect Vehicles at any time; provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on Agency's ability to provide Services. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall notify Agency as to Agency's required repairs to each Vehicle due to damage or excessive wear and tear and Agency shall promptly take all necessary actions to comply with County's notification. Failure by County to inspect or supply such written notification shall not constitute or imply County's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.
10. Agency shall conduct and document pre-Trip and post-Trip Vehicle Inspections each day. The inspection shall include an inspection of every item that appears on the pre-Trip and post-Trip Vehicle inspection form to be provided by County prior to start of Service. Agency shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Service. Agency shall maintain a written record of all Vehicle Inspections on site, which record shall be available to the Contract Administrator or his/her designee. Agency shall keep all pre-Trip and post-Trip Vehicle Inspections for a period of one year from start of service and shall be ongoing for duration of the Agreement. All record of all Vehicle Inspections shall be available to the Contract Administrator for inspection and review.

(The remainder of this page intentionally left blank)

EXHIBIT "B"
PRICE SHEET

Item	CY 2022	CY 2023	CY 2024	CY 2025	CY 2026	Total
Est. No. of Annual Vehicle Hours	2,235	2,235	2,235	2,235	2,235	11,175
Proposed Hourly Cost	\$53.53	\$53.53	\$53.53	\$53.53	\$53.53	\$53.53
Annual Cost	\$ 119,639.55	\$119,639.55	\$119,639.55	\$119,639.55	\$119,639.55	\$598,197.75

CY = Contract
Year

EXHIBIT "C"
The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, F.A.C., the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a Passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the Passenger and/or Driver in one Trip and can be safely stowed on the Vehicle shall be allowed to be transported with the Passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of Passengers.
- (F) A local toll-free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all Vehicles shall be free from insects, vermin, dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the Passenger.
- (H) Passenger Trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for Services shall be provided to each rider and escort, child, or personal care attendant, and no more Passengers than the registered Passenger seating capacity shall be scheduled or transported in a vehicle at any time.

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

(J) Drivers for paratransit services, including coordination Agency's, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific Passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the Driver regularly transports the rider on a recurring basis. Each Driver must have photo identification that is in view of the Passenger. Name patches, inscriptions or badges that affix to Driver clothing are acceptable.

(K) The paratransit Driver shall provide the Passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheelchair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the Driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for Passengers remaining in the vehicle. Assisted access must be in a dignified manner.

(L) All Vehicles shall be equipped with two-way communications in good working order and be audible to the Driver at all times to the base.

(M) All Vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

(N) First Aid shall be determined locally.

(O) Cardiopulmonary resuscitation shall be determined locally.

EXHIBIT "D"
DRUG FREE WORKPLACE POLICY CERTIFICATION

The undersigned municipality/Contractor hereby certifies that it will provide a drug-free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing, of the statement required by paragraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than 5 days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph 4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace;
 - i) Taking appropriate personnel action against such employee up to and including termination;; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Authorized Signature)

Printed Name and Title

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC:

Signature: _____

Print Name: _____

State of Florida at Large (Seal)

My commission expires:



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1054

Agenda Date: 12/7/2021

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing submission of a Safe Routes to School Grant Application to the Florida Department of Transportation ("FDOT") to fund sidewalk improvements along the routes to Deerfield Beach Elementary School; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Florida Safe Routes to School is a statewide program (the "SRTS Program") funded by the Florida Department of Transportation ("FDOT"), with the goal to make it safer for children to walk and bicycle to school. The SRTS Program funds projects that address routes that are unsafe or lack infrastructure through a competitive grant process. Eligible projects include, but are not limited to, sidewalk improvements, traffic calming treatments, and bicycle infrastructure.

The 2021 SRTS grant application cycle opened in September 2021 and closes on December 30, 2021.

Current Activity

The City, in partnership with Deerfield Beach Elementary School, would like to submit a grant application to FDOT for the 2021 SRTS Program to construct sidewalk improvements along the school's routes. The goal is to fill in sidewalk gaps within an estimated half mile radius of the school to improve pedestrian and bicycle safety. The scope of work will involve constructing 36,373 linear feet of 5-foot-wide concrete sidewalks (the "Project"). The estimated construction cost for the Project is \$1,439,732.86. If awarded, the SRTS grant will cover 100% of the construction cost. The City will be responsible for design costs estimated at \$432,000. If awarded the grant, construction funds would likely be in year 5 (2026) with design occurring in year 3 (2024).

Public support is an integral component of the Project. City staff will host presentations and distribute informational materials about the Project. A SRTS committee comprised of City staff, BSO, and the school's principal has also been formed to implement educational and enforcement activities aimed at students and the community, to encourage pedestrian and bicycle safety and promote walking and biking to school.

The City is currently developing the application to meet the December 30, 2021 due date.

Recommendation

It is recommended that City Commission authorize submission of an application to the Florida Department of Transportation for the 2021 Safe Routes to School grant program in the amount of \$1,439,732.86 .

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AUTHORIZING SUBMISSION OF A SAFE ROUTES TO SCHOOL GRANT APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) TO FUND SIDEWALK IMPROVEMENTS ALONG THE ROUTES TO DEERFIELD BEACH ELEMENTARY SCHOOL; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the Safe Routes to Schools Program (“SRTS”) is a sustained effort by parents, schools, community leaders and local, state, and federal governments to improve the health and well-being of students by enabling and encouraging them to walk and bike to school; and

WHEREAS, the SRTS Infrastructure Grant (the “Grant”) is a community based grant that funds projects that address routes that are unsafe or lack infrastructure through a competitive grant process; and

WHEREAS, the City of Deerfield Beach (the “City”), in partnership with Deerfield Beach Elementary School (the “School”), is applying for the Grant to construct sidewalk improvements along the school’s routes by constructing 36,373 linear feet of 5-foot-wide concrete sidewalks (the “Project”); and

WHEREAS, the estimated construction cost of the Project is \$1,439,732.86; and

WHEREAS, if awarded, the Grant will cover 100% of the construction costs and the City will be responsible for design costs; and

WHEREAS, City Staff is preparing a SRTS grant application (the “Grant Application”) to be submitted to the Florida Department of Transportation (“FDOT”) for \$1,439,732.86 in grant funds for the Project; and

WHEREAS, the City Commission deems it to be in the best interests of the City to authorize the submission of the Grant Application to FDOT.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby authorizes the submission of the Grant Application to FDOT requesting \$1,439,732.86 in Grant funds for the Project. The City Manager is authorized to sign and submit the application.

Section 3. The City Clerk is hereby directed to transmit a copy of this Resolution to FDOT.

Section 4. The appropriate City officials are authorized to take all necessary steps to implement the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

Project Title: Safe Routes to School- DFB Elementary School

Date:

		Funds Requested				Other Funds						
Pay Item Number*	Pay Item Description*	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Quantity	Unit	Engineer's Unit Cost	Engineer's Subtotal Cost	Source(s) of Match	Total Quantity	Total Engineer's Cost
0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	13539	SY	\$ 49.16	\$ 665,577.24				\$ -		13539	\$ 665,577.24
0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	6668	SY	\$ 51.24	\$ 341,668.32				\$ -		6668	\$ 341,668.32
0710 11123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	1750	LF	\$ 1.65	\$ 2,887.50				\$ -		1750	\$ 2,887.50
0700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	40	AS	\$ 345.92	\$ 13,836.80				\$ -		40	\$ 13,836.80
0102 1	MAINTENANCE OF TRAFFIC	120	DA	\$ 441.48	\$ 52,977.60				\$ -		120	\$ 52,977.60
0120 1	REGULAR EXCAVATION	10200	CY	\$ 8.18	\$ 83,436.00				\$ -		10200	\$ 83,436.00
0110 1 1	CLEARING & GRUBBING	4.17	AC	\$ 34,697.85	\$ 144,690.03				\$ -		4.17	\$ 144,690.03
0570 1 2	PERFORMANCE TURF, SOD	32331	SY	\$ 2.27	\$ 73,391.37				\$ -		32331	\$ 73,391.37
0120 6	EMBANKMENT	6800	CY	\$ 9.01	\$ 61,268.00				\$ -		6800	\$ 61,268.00
					\$ -				\$ -		0	\$ -
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					\$ -				\$ -		0	\$ -
					\$ -				\$ -		0	\$ -
		Funds Requested			\$ 1,439,732.86	Other Funds			\$ -		Subtotal	\$ 1,439,732.86
											\$ 1,439,732.86	

Total Estimate

A reasonable estimate of the project costs is required prior to adoption in the Department's Five Year Work Program. Use **Present Day Cost** values. Projects must follow appropriate design criteria and meet **Americans with Disabilities Act** requirements. Estimates shall be broken down to eligible and non-eligible project costs. **Estimates are to be prepared and signed by a Professional Engineer from Agency's Engineering Office.** Use the following links to access the basis of estimates manual as well as historical cost information for the project area:

[Basis of Estimates Manual](#)
[Historical Cost Information](#)

PREPARED BY:

Name: _____

PE Number: _____

Signature: _____

Date: _____

REVIEWED BY:

Name: _____

Signature: _____

Date: _____



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1036

Agenda Date: 12/7/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Community Development Block Grant Citizen Participation Plan; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach has participated in the U.S. Department of Housing and Urban Development ("HUD") entitlement allocation formula as a recipient of federal funds since 2000. As a recipient of Community Development Block Grant ("CDBG") entitlement formula federal funds from HUD, the City is required to maintain a Citizen Participation Plan ("CPP"), in accordance with 24 CFR Section 91.105, to explain the opportunity all citizens have to participate in the process of preparing the Consolidated Plan, Annual Action Plan, any substantial amendments to the Consolidated Plan and Annual Action Plans, and the Consolidated Annual Performance Evaluation Report ("CAPER") for CDBG activities.

The CPP sets forth the City's policies and procedures for public involvement in the planning, implementation, and evaluation of its housing and community service programs. The proposed CPP establishes the citizen participation standards for programs covered by CDBG.

Current Activity

The City's Community Services Department is responsible for the development and implementation of the CDBG Consolidated Plan, Annual Action Plan, and CAPER. The Citizen Participation Plan contains the required elements listed in the Consolidated Plan regulations in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended, as well as both 24 CFR 91.105(b) and 24 CFR 91.100.

In accordance with 24 CFR Section 91.105, the City is recommending a Citizen Participation Plan to the City Commission for adoption. The City will utilize the Citizen Participation Plan for all CDBG Activities and amendments.

Recommendation

It is recommended that the City Commission approve the City Community Development Block Grant Citizen Participation Plan.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, APPROVING
THE COMMUNITY DEVELOPMENT BLOCK GRANT
CITIZEN PARTICIPATION PLAN; PROVIDING FOR
IMPLEMENTATION AND AN EFFECTIVE DATE**

WHEREAS, the City of Deerfield Beach (the “City”) participates in the U.S. Department of Housing and Urban Development (“HUD”) entitlement allocation formula as a recipient of federal funds; and

WHEREAS, as an entitlement municipality, the City is required to maintain a Citizen Participation Plan, in accordance with 24 CFR 91.105, to explain the opportunity all citizens have to participate in the process of preparing the Consolidated Plan, Annual Action Plan, any substantial amendments to the Consolidated Plan and Annual Action Plans, and the Consolidated Annual Performance Evaluation Report (“CAPER”) for CDBG activities; and

WHEREAS, the proposed Citizen Participation Plan, attached as Exhibit “A” (the “CPP”), establishes the participation standards for CDBG programs and sets forth the City’s policies and procedures for public involvement in the planning, implementation, and evaluation of the City’s housing and community service programs; and

WHEREAS, staff recommends that the City Commission approve the CPP, attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the CPP, attached as Exhibit “A.”

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A

City of Deerfield Beach Community Development Block Grant (CDBG) Citizen Participation Plan



Prepared By:

City of Deerfield Beach
Community Services Department
227 NW 2nd Street
Deerfield Beach, FL 33441
954-480-6420

Approved by the City of Deerfield Beach Commission
(December 7, 2021)

Resolution No 2021-

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BACKGROUND

The City of Deerfield Beach has created a Citizen Participation Plan (CPP), in accordance with 24 CFR Section 91.105, to explain the opportunity all citizens have to participate in the process of preparing the Consolidated Plan, Action Plan, any substantial amendments to the Consolidated Plan and Annual Action Plans, the Consolidated Annual Performance Evaluation Report (CAPER) for CDBG activities and any amendments.

INTRODUCTION

The Citizen Participation Plan sets forth the City of Deerfield Beach policies and procedures for public involvement in the planning, implementation, and evaluation of its housing and community service programs. The following Citizen Participation Plan establishes the citizen participation standards for programs covered by Community Development Block Grant (CDBG).

- Citizen Participation Plan
- Five-Year Consolidated Plan
- Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Substantial Amendments to the Consolidated Plan and Annual Action Plan
- Development of the Analysis of Impediments to Fair Housing

The City of Deerfield Beach Community Services Department (formally known as the Legislative & Community Affairs Department) is responsible for the development and implementation of the Consolidated Plan. The Citizen Participation Plan contains the required elements listed in the Consolidated Plan regulations in accordance with Section 104(a) of the Housing and Community Development Act of 1974 as amended as well as both 24 CFR 91.105(b) and 24 CFR 91.100.

The Citizen Participation Plan extend and strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, in the production and operation of decent housing, suitable living environments, and expanded economic opportunities.

Definitions

Annual Action Plan: This document is submitted to HUD every year and updates the Consolidated Plan and allocates one year of CDBG funding, including any program income generated from CDBG.

Budget Amendments as Part of the Annual Action Plan: Budget balances de-obligated from cancelled activities or activities that have been successfully completed

under-budget can be rolled forward into the next Annual Action Plan and CDBG funding round. Since, Citizen Participation for a Substantial Amendment follows the same requirement as the proposed Annual Action Plan, no additional public participation is needed for this type of amendment.

Consolidated Annual Performance and Evaluation Report (CAPER): This document is required to be submitted each year to HUD highlighting the program annual performance.

Emergency Amendments: In the event of a natural disaster or catastrophic occurrence, the City of Deerfield Beach may determine the need to make a Substantial Amendment to the Consolidated Plan and Annual Action Plan to address the unforeseen needs of the community. The City may request and obtain from HUD a complete waiver or reduction in days of the required thirty (30) days public notice period for Substantial Amendments. Emergency amendments require the City of Deerfield Beach Commission to hold a public meeting for recommendation to, and approval by, the City Commission via resolution authorizing such amendments, but does not require thirty (30) days public notice.

Five-Year Consolidated Plan: This is a document submitted to HUD every five years and serves as the five-year strategic planning document to address community needs, priorities, goals and needs of the program.

Public Hearing: Public meeting that has been publicly noticed in local newspapers of general circulation, on the City's website and social media. Public Hearings allow members from the general public to speak on a specific item in a public setting. Public Hearings are required prior to the adoption of the Consolidated Plan, Action Plan, and Substantial Amendments either to plan or prior to the submission of the CAPER.

Substantial Amendments: Amendments that are considered substantial include: changes in allocation priorities, changes in method of distribution of funds, the addition of activities to fund that have not been previously stated in the action plan, changes in the purpose of an activity, a twenty-five percent (25%) increase in an activity's originally approved budget, changes in scope, location or beneficiaries of an activity to the Annual Action Plan or Consolidated Plan.

Notice to Public

A minimum of thirty (30) days' notice shall be provided whenever a federally required document is available for public comment such as the Proposed Annual Action Plan, Five-Year Consolidated Plan, and any proposed substantial Amendments is available for public review. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5 days. A minimum of fifteen (15) days' notice for

Public Notice shall be provided whenever the CAPER document is available for public review.

In addition, there will be a minimum of fifteen (15) days advance public notice of all public hearings and all public meetings relating to the funding or planning process required by the Citizen Participation Plan.

Forms of Public Notice

- All Public Notices and essential documents are made available on the City of Deerfield Beach Website at <https://www.deerfield-beach.com/2005/Plans-Reports-Policies>
- Public notices are sent to the following media source(s): Sun Sentinel, and New Pelican
- Press Release
- Social Media

Citizen Participation Opportunities

The primary purpose of the Community Development Block Grant Program (CDBG) is to improve communities by providing decent housing, a suitable living environment, and growing economic opportunities principally for low- and moderate-income people.

The Citizen Participation Plan encourages participation by low- and moderate-income persons, particularly those living in low-income areas and in areas where CDBG funds are proposed. In addition, it encourages the participation of all citizens, including non-English-speaking residents and persons with disabilities in the development and implementation of the Consolidated Plan, Annual Action Plan, Citizen Participation Plan, any amendments to these documents, and preparation of performance reports. It's also encourages the participation of other members of the community such as: private, non-profit groups, and other government agencies; which have impact on the community development of the City. To provide full access under the Consolidated Plan for low to moderate income people, the City of Deerfield Beach Legislative & Community Affairs Department, will undertake the following actions:

- Will provide public notice information through local newspaper(s) regarding public hearings; a minimum of two (2) public hearings will be held annually to obtain citizen's views
- Will provide public notice through agencies that provide services to low and moderately low-income families regarding public hearings

Participation processes include:

- Identifying needs
- Setting Priorities
- Providing input on funded programs
- Input on Program implementation

The City will publish the proposed Consolidated Plan, Annual Action Plan, Citizen Participation Plan, and CAPER in a manner that affords citizens, public agencies, and other interested parties a reasonable opportunity to examine its contents and to submit comments.

Public Access to Materials

As required by law, the City of Deerfield Beach will provide the public with reasonable and timely access to information and records relating to the data or content of the Consolidated Plan, as well as the proposed, actual, and past use of funds covered by this Citizen Participation Plan. Regarding the past use of funds, the law requires reasonable public access to records about any uses of these funds during the previous seven years. Documents include:

- Federal Regulations for the CDBG, related issuances and provisions
- Consolidated Plans, Action Plans, Consolidated Annual Performance and Evaluation Reports
- Substantial Amendments to Action Plan or the Consolidated Plan
- Information about the City's CDBG program
- The City of Deerfield Citizens Participation Plan
- HUD grant agreements
- Public notifications pertaining to programs under the Consolidated Plan

As required by law, the City of Deerfield Beach will provide the public with reasonable and timely access to local meetings relating to the proposed or actual use of funds. These materials will be available in a form accessible to persons with disabilities, upon request.

Documents are available for public review at the City of Deerfield Beach Community Services Department at 227 NW 2nd Street, Deerfield Beach, FL 33441 and electronic formats at <https://www.deerfield-beach.com/2005/Plans-Reports-Policies> .

Review and Comments

To provide the City of Deerfield Beach residents with the maximum opportunity to comment on the CAPER, Citizen Participation Plan, Action Plan, Consolidated Plan, and any Substantial Amendment. The City will provide the following Public comments periods:

- Citizens may comment on the Consolidated Annual Performance and Evaluation Report at least fifteen (15) days from the date of the Public notice
- Citizens may comment on the Consolidated Plan and Action Plan for at least thirty (30) days after the publication date of the draft plan.
- Citizens may comment on the Citizen Participation Plan for at least thirty (30) days after the publication date for the draft document. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5-days.
- Citizens may comment on any Substantial Amendments to the Consolidated Plan and Action Plan for at least thirty (30) days after the publication date for the draft document. During times of a national disaster or pandemic such as COVID-19, the comment period shall be no less than 5-days.

The City will provide citizens with reasonable opportunities for public comment. The City will advertise a public notice concerning the availability of these documents in the public notice section of the South Florida Sun Sentinel no later than the first day of the public comment period. During times of a national disaster or pandemic such as COVID-19, advertisement and public notices may be solely on the City's website.

The following are appropriate ways to provide public comment on any public noticed document:

- Written comments may be submitted in person to the Community Services, 227 NW 2nd Street, Deerfield Beach, FL 33441
- Email comments to: CommunityServices@deerfield-beach.com
- Attend the Public Hearings and meetings described above. Each agenda provides time for public comment. The participation of all citizens, including persons with disabilities are particularly encouraged to provide public comments. Translation services, if required, must be requested in advance for scheduling purposes.
- Call the Community Services Department at 954-480-6420

Public Meeting and Hearing

Public Meetings and Hearings will be held at the City of Deerfield Beach City Hall located at 150 NE 2nd Ave, Deerfield Beach, FL 33441 or any City facility deemed appropriate in

order to engage a wider citizen participation. The City of Deerfield Beach City Hall is both handicapped accessible for individuals with disabilities and is in proximity of public transportation. During times of a national disaster or pandemic such as COVID-19, in person public meetings and hearings will not be required. Public Meetings and Hearings will be conducted utilizing communication media technology with elected officials and City staff participating through video conferencing.

The publishing of the following HUD documents will entail a Public Hearing to encourage citizen feedback: the CAPER, Citizen Participation Plan, Annual Action Plan, Consolidated Plan, and any Substantial Amendment.

Every effort will be made to schedule public meetings and hearings at a time that is convenient to citizens. Per federal regulations, public hearing will be held at least twice a year, with fifteen (15) days' notice stating the time, date, and location of the public meeting or hearing. Agenda's will be posted on the City of Deerfield Beach Website forty-eight (48) hours in advance to any public meeting or hearing.

In accordance with the American with Disabilities Act and Florida Statue 286.26, persons with disabilities needing special accommodation to participate in proceedings should contact the City Clerk no later than 3 days prior to the meeting at (954) 480-4213 for assistance.

Complaint Procedures

Complaints regarding any City of Deerfield Beach HUD program will be addressed by the City of Deerfield Beach Community Services Department staff in a timely and responsive manner. Staff will provide a written response with fifteen (15) business days of the complaint. Written complaints should be sent to CommunityServices@deerfield-beach.com or either:

Jonathan Salas
Assistant Director of Community
Services
227 NW 2nd Street
Deerfield Beach, FL 33441
954-480-4464
Jsalas@deerfield-bech.com

Aneisha Nicholas
Housing & Community Affairs Manager
227 NW 2nd Street
Deerfield Beach, FL 33441
954-422-5810
Anicholas@deerfield-beach.com

APPENDIX A Resolution



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1058

Agenda Date: 12/7/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Formal Distributor Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation; approving the Settlement Agreement with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., implementing the Unified Plan related to the opioid litigation; authorizing the City Manager to execute the agreements; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach (the "City") has suffered harm from the opioid epidemic. The State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"). The City is a litigating participant in that action.

Current Activity

The State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from Opioid Litigation. The Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds. Participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations.

On September 13, 2021, the City Commission approved and authorized execution of the Florida Plan. In order to receive settlement proceeds from a proposed settlement with certain distributors and manufacturers of opioids, the City must execute the formal distributor settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the "Distributors Agreement") and the settlement agreement with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the "Janssen Agreement"). The agreements are on file with the City Clerk's Office.

Recommendation

City Commission approval of the Distributors Agreement and Janssen Agreement.

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE DISTRIBUTOR SETTLEMENT AGREEMENT WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AND AMERISOURCEBERGEN CORPORATION; APPROVING THE SETTLEMENT AGREEMENT WITH JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., IMPLEMENTING THE UNIFIED PLAN RELATED TO THE OPIOID LITIGATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENTS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, the City of Deerfield Beach (the “City”) has suffered harm from the opioid epidemic; and

WHEREAS, the City Commission recognizes that the entire State of Florida has suffered harm as a result of the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the “Opioid Litigation”); and

WHEREAS, the City is a litigating participant in the Opioid Litigation; and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the “Florida Plan”) sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, on September 13, 2021, the City Commission approved and authorized execution of the Florida Plan; and

WHEREAS, in order to receive settlement proceeds, the City must execute the formal distributor settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, which can be found at <https://www.dropbox.com/s/4i0ffm8whw9pq9h/Final%20Distributor%20Settlement%20Agreement>

ent%20-%20Distributors%27%208.13%20Exhibit%20Updates.pdf?dl=0 (the “Distributors Agreement”) and the settlement agreement with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., which can be found at <https://www.dropbox.com/s/lxmmcuklx300gu2/Final%20Janssen%20Settlement%20Term%20Sheet.pdf?dl=0> (the “Janssen Agreement”); and

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize execution of the Distributor Agreement and the Janssen Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the Distributors Agreement, a copy of which is on file with the City Clerk’s Office, with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

Section 3. The City Commission hereby approves the Janssen Agreement, a copy of which is on file with the City Clerk’s Office, with Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.

Section 4. The City Manager is authorized to execute the Distributor Agreement, the Janssen Agreement, and any other formal agreements implementing the Florida Plan that are not substantially inconsistent with the Florida Plan and this Resolution, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 5. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution.

Section 6. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-991

Agenda Date: 12/7/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE III "ZONING DISTRICT REGULATIONS," SECTION 98-59 "S, OPEN SPACE" OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO PROVIDE FOR BEACH CHAIR AND UMBRELLA SETUPS AS AN ACCESSORY USE TO A BEACH USE IN THE S, OPEN SPACE, ZONING DISTRICT, SUBJECT TO CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. (Tabled from October 19, 2021)

Recommended Action

Commission to vote on Ordinance and set public hearing for January 4, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

Article III "Zoning District Regulations" of the City's Land Development Code ("LDC") sets forth the various zoning districts within the City. Section 98-59, "S, Open Space" of the LDC sets forth regulations for property within the City zoned S, Open Space and includes a list of permitted principal uses and accessory uses on Open Space zoned property. "Beaches" is listed as a permitted principal use within the Open Space District.

Current Activity

The enclosed Ordinance proposes to amend Section 98-59, "S, Open Space" of the LDC to permit an additional accessory use for beach chair and beach umbrella amenity setups ("Equipment") where a property has a Beach principal use, subject to conditions. In order for such accessory use to be permitted, the Equipment must exclusively serve a condominium or hotel located within 100 feet, and the parcel where the Equipment is located must be operated, maintained, and owned or controlled by the same condominium association or hotel, including affiliated entities ("Owner").

Pursuant to the Enclosed Ordinance, the accessory use is subject to and must satisfy the following conditions:

- (i) Owner's submission of a permit application, subject to City approval, that includes a site plan and operational plan describing the number and types of equipment/setups, proposed placement of the equipment, and overnight storage of the equipment in a manner that is consistent with the conditions set forth herein;
- (ii) the Equipment shall be owned or leased by the Owner that is located within 100 feet of the parcel where the Equipment is located;
- (iii) no structures (as defined by the Florida Building Code) shall be permitted;
- (iv) the Equipment shall not: (a) unduly impede governmental business, (b) imperil public safety, (c)

materially interfere with public access to or use of the public beach, or (d) violate any public policy or local, state or federal law or emergency order;

(v) Owner's compliance with all applicable laws and regulations, including any administrative regulations approved by the City Manager to achieve compliance with the conditions herein, and acknowledgement of the public's customary use and agreement not to materially interfere with such customary use;

(vi) the Owner shall agree to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action by parties other than the City (and its employees) that may arise out of the permit or the Equipment located on the subject beach parcel, and

(v) the Owner shall agree to provide for the entire permit period, at its own expense, commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage and naming the City as an additional insured on the policy.

Recommendation

Staff recommends consideration.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE III “ZONING DISTRICT REGULATIONS”, SECTION 98-59 “S, OPEN SPACE” OF THE CITY OF DEERFIELD BEACH LAND DEVELOPMENT CODE TO PROVIDE FOR BEACH CHAIR AND UMBRELLA SETUPS AS AN ACCESSORY USE TO A BEACH USE IN THE S, OPEN SPACE, ZONING DISTRICT, SUBJECT TO CONDITIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City is granted the authority under Section 2(b), Article VIII of the Florida Constitution to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City Commission hereby finds this Ordinance to be in the best interests of the public health, safety, and welfare of the citizens of Deerfield Beach.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Ordinance.

Section 2. Chapter 98 “Land Development Regulations,” Article III “Zoning District Regulations”, Section 98-59 “S, Open Space” of the City Land Development Code is hereby amended to read as follows¹:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE III. – Zoning District Regulations

Sec. 98-59. – S, Open Space

- (a) *Purpose and intent.* The purpose of this district is to delineate those areas identified in the land use element of the comprehensive plan for open space, parks and recreation, or conservation needs. All uses must be consistent with the recreational use of open space and for uses accessory and subordinate to such use.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

(b) *Permitted uses.* The following uses shall be permitted principal uses in the S district:

- (1) Athletic playing fields;
- (2) Beaches;
- (3) Civic and cultural centers;
- (4) Country clubs;
- (5) Essential services;
- (6) Golf courses;
- (7) Municipal fishing piers;
- (8) Park, active;
- (9) Parks, passive;
- (10) Playgrounds;
- (11) Picnic grounds;
- (12) Swimming pools.

(c) *Conditional uses.* None.

(d) *Accessory uses:* The following uses shall be permitted accessory uses in the S district subject to the restrictions set forth in Chapter 50 of the Code of Ordinances:

- (1) Boat launching facilities accessory to parks;
- (2) Cabana clubs exclusively serving a condominium or hotel located within 500 feet of the condominium or hotel and owned, operated and maintained by the same association or entity;
- (3) Beach chair and beach umbrella amenity setups (“Equipment”) accessory to a beach principal use and exclusively serving a condominium or hotel located within 100 feet of the parcel where the Equipment is located, provided that parcel where the Equipment is located is operated, maintained, and owned or controlled by the same condominium association or hotel, including affiliated entities, (“Owner”). Such accessory use shall be subject to the following conditions:
 - (i) Owner’s submission of a permit application, subject to City approval, that includes a site plan and operational plan describing the number and types of equipment/setups, proposed placement of the equipment, and overnight storage of the equipment in a manner that is consistent with the conditions set forth herein;
 - (ii) the Equipment shall be owned or leased by the Owner that is located within 100 feet of the parcel where the Equipment is located;
 - (iii) no structures (as defined by the Florida Building Code) shall be permitted;
 - (iv) the Equipment shall not: (a) unduly impede governmental business, (b) imperil public safety, (c) materially interfere with public access to or use of the public beach, or (d) violate any public policy or local, state or federal law or emergency order;
 - (v) Owner’s compliance with all applicable laws and regulations, including any administrative regulations approved by the City Manager to achieve compliance

with the conditions herein, and acknowledgement of the public's customary use and agreement not to materially interfere with such customary use;

(vi) the Owner shall agree to indemnify, defend, and hold harmless the City, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action by parties other than the City (and its employees) that may arise out of the permit or the Equipment located on the subject beach parcel, and

(v) the Owner shall agree to provide for the entire permit period, at its own expense, commercial general liability insurance in the minimum amount of \$1,000,000.00 per occurrence for bodily injury and property damage and naming the City as an additional insured on the policy.

~~(34)~~ Golf driving ranges accessory to golf courses;

~~(45)~~ Meeting rooms for members accessory to country clubs;

~~(56)~~ Restaurants (fast food and full-service) accessory to country clubs, golf courses, municipal fishing piers, and public parks;

~~(67)~~ Retail stores for the sale of equipment and clothing accessory to golf courses and sports courts;

~~(78)~~ Retail sales and rental of fishing gear and related items accessory to municipal fishing piers provided said activity is limited to the fishing pier structure or related structures adjoining the pier;

~~(89)~~ Provision of foods, services and goods in public parks for the benefit of the public by any regularly licensed concessionaire acting by and under the authority and regulation of the parks and recreation department in accordance with the provisions of Chapter 50 of the Code of Ordinances;

~~(910)~~ Sports courts as accessory to a park or country club;

~~(1011)~~ Other uses customarily incidental to the principal use.

Section 3. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 4. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 5. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 6. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1045

Agenda Date: 12/7/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 "ENVIRONMENT," ARTICLE IV "OUTDOOR LIGHTING RESTRICTIONS," SECTION 34-60 "BEACH AREA OUTDOOR LIGHTING RESTRICTIONS" AND CHAPTER 46 "OFFENSES" SECTION 46-31 "OPEN BURNING" OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public hearing for January 4, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On December 17, 2020, the State of Florida enacted Rule 62B-55, a Model Sea Turtle Lighting Ordinance. The model ordinance considers new technologies in lighting and additional research regarding the effect of lighting on sea turtle nesting.

The City of Deerfield Beach currently includes outdoor lighting restrictions pertinent to sea turtle nesting in *Section 34-60 Beach area outdoor lighting restrictions* of the Code of Ordinances. These regulations are also referenced in *Section 98-13(8)(h) Requirements for development review-Development plan submittal: Photometric plan*, of the Land Development Code.

The proposed ordinance includes changes to the existing regulations to incorporate updates and comply with the new model regulations enacted by the State of Florida. The proposed ordinance also includes an amendment to *Section 46-31 Open Burning*, regarding fire pits, relative to sea turtle lighting restrictions from the model ordinance. This regulation was included in Section 46-31 because this lighting restriction regulates open burning, as opposed to artificial light and development regulations, which are addressed in Section 34-60 of the City Code.

The proposed ordinance was reviewed by the Planning & Zoning Board due to the references within the Land Development Code to the regulations that are being amended. The Marine Advisory Board is also scheduled to review the draft. This ordinance was initiated jointly by the Planning and Zoning Division and the Department of Sustainable Management.

On September 2, 2021, the Planning and Zoning Board voted to recommend approval of the proposed ordinance.

It is anticipated that the proposed ordinance will be considered by the Marine Advisory Board at its

next scheduled meeting on December 16, 2021, prior to second reading.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 34 “ENVIRONMENT,” ARTICLE IV “OUTDOOR LIGHTING RESTRICTIONS,” SECTION 34-60 “BEACH AREA OUTDOOR LIGHTING RESTRICTIONS” AND CHAPTER 46 “OFFENSES” SECTION 46-31 “OPEN BURNING” OF THE CITY CODE OF ORDINANCES TO INCORPORATE THE STATE OF FLORIDA MODEL SEA TURTLE LIGHTING REQUIREMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the City recognizes that light pollution is a serious threat to sea turtles and other species inhabiting its beaches; and

WHEREAS, the City recognizes that nesting adult and hatchling sea turtles are negatively affected by light pollution created by artificial light visible from any portion of the beach; and

WHEREAS, the City recognizes that its economy, environment and the quality of life of its residents are enriched by a healthy sea turtle population; and

WHEREAS, the City desires to minimize the detrimental effect on the nesting sea turtle population, and other listed sensitive wildlife, by implementing a system of rules and regulations that reduces the amount of artificial light intentionally or unintentionally visible from the beach; and

WHEREAS, on December 17, 2020, the State of Florida enacted Rule 62B-55, a Model Sea Turtle Lighting Ordinance, which considers new technologies in lighting and additional research regarding the effect of lighting on sea turtle nesting; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending Section 34-60 “Beach Area Outdoor Lighting Restrictions” and Section 46-31 “Open Burning” of the City Code to adopt the State of Florida model lighting requirements.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Chapter 34 “Environment,” Article IV “Outdoor Lighting Restrictions,” Section 34-60 “Beach Area Outdoor Lighting Restrictions” of the City Code of Ordinances is hereby amended to read as follows¹:

¹ Additions to existing City Code text are shown in underline. Deletions to existing text are shown in ~~strikethrough~~.

Chapter 34 – ENVIRONMENT

Article IV – “Outdoor Lighting Restrictions”

Sec. 34-60. Beach area outdoor lighting restrictions.

- (a) *Definitions.* [The following words, terms and phrases, when used in this article, will have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Artificial light means any source of light emanating from a man-made device, including but not limited to, incandescent mercury vapor, metal halide, or sodium lamps, flashlights, spotlights, street lights, vehicular lights, construction or security lights.

Beach means that area of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation (usually the effective limit of storm waves).

Certified Wildlife Lighting means lighting fixtures and bulbs reviewed and approved with conditions of use through the Florida Fish and Wildlife Conservation Commission’s Wildlife Lighting Certification Process.

Cumulatively Visible means light from numerous artificial light sources that as a group can be seen by an observer standing anywhere on the beach.

Directly Visible means when glowing elements, lamps, globes, or reflectors of an artificial light source can be seen by an observer standing anywhere on the beach.

Foot-Candle means the English unit for measuring illuminance; the uniform illumination of a surface one foot away from a point source of one candela; one lumen per square foot; equal to 10.76 lux.

Floodlight means reflector type light fixture which is attached directly to a building and which is unshielded.

Full Cutoff means lighting fixture constructed in such a manner that no light emitted by the fixture, either directly from the lamp or a diffusing element or indirectly by reflection or refraction from any part of the luminaire, is projected at or above 90° as determined by photometric test or certified by the fixture manufacturer.

Fully Shielded means a lighting fixture constructed in such a manner that the glowing elements, lamps, globes, or reflectors of the fixture are completely covered by an opaque material

to prevent them from being directly visible from the beach. Any structural part of the light fixture providing this shielding must be permanently affixed.

Indirectly Visible means light reflected from glowing elements, lamps, globes, or reflectors of an artificial light source that can be seen by an observer standing anywhere on the beach without the light source being directly visible.

Low profile luminaire level fixture means a light fixture set on a base ~~which~~ that raises the source of the light no higher than 48 inches off the ground, and is designed in such a way that light is directed downward from a hooded light source.

Long Wavelength means a lamp or light source emitting light wavelengths of 560 nanometers or greater and absent wavelengths below 560 nanometers.

New development shall include new construction and remodeling of existing structures when such remodeling includes alteration of exterior lighting.

Non-egress Lighting means exterior lighting that is not being used to light a distinct route or meet minimum requirements for emergency access to or from a building, including but not limited to decorative lights (e.g. strobe lights, string lights, etc.), balcony lights, landscape lights, and uplights.

Outdoor Area means any portion of a property that could have an artificial light source not attached to a permanent structure, including but not limited to pathway lighting, landscape lighting, pool lighting, etc.

Pole lighting means light fixture set on a base or pole which raises the source of the light higher than 48 inches off the ground.

Sea Turtle means any turtle, including all life stages from egg to adult, of these species: Green (*Cheloniemydas*), Leatherback (*Dermochelys coriacea*), Loggerhead (*Caretta caretta*), Hawksbill(*Eretmochelys imbricata*), and Kemp's ridley (*Lepidochelys kempii*). For the purposes of this Section, the term sea turtle is synonymous with marine turtle.

Sea Turtle Nesting Habitat means all sandy beaches adjoining the waters of the Atlantic Ocean, the Gulf of Mexico, and the Straits of Florida in all coastal counties and all inlet shorelines of those beaches. Nesting habitat includes all sandy beach and unvegetated or sparsely vegetated dunes immediately adjacent to the sandy beach and accessible to nesting female turtles.

Solar screen means screens ~~which~~ that are fixed installations and permanently project shade over the entire glass area of the window. ~~The screens must be installed outside of the glass and must:~~

- ~~(1) Have a shading coefficient of .45 or less, and~~
- ~~(2) Carry a minimum five year warranty, and~~

- ~~(3) Must have performance claims supported by approved testing procedures and documentation.~~

Tinted or filmed glass means glass modified via tinting, film or other material to reduce the inside to outside light transmittance value. ~~window glass which has been covered with window tint or film such that the material has:-~~

- ~~(1) A shading coefficient of .45 or less, and
(2) A minimum five-year warranty, and
(3) Adhesive as an integral part, and
(4) Performance claims which are supported by approved testing procedures and documentation.~~

Shading coefficient means a coefficient expressing that percentage of the incident radiation which passes through the window as heat.

- (b) *New development.* It is the policy of the City of Deerfield Beach that no artificial light illuminate any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, building and electrical plans for construction of single-family or multifamily dwellings, commercial or other structures, including electrical plans associated with parking lots, dune walkovers or other outdoor lighting for real property if lighting associated with such construction or development can be seen from the beach, shall be in compliance with the following:

(1) General Regulations.

- a. Floodlights are prohibited. ~~Wall mounted light fixtures shall be fitted with hoods so that no light illuminates the beach.~~ Non-egress lighting may be affixed to the landward exterior of permanent structures provided that the lighting is fitted with a long-wavelength source and are not directly, indirectly, or cumulatively visible from any portion of the beach.
- b. Lighting at egress points shall be limited to the minimum number of fixtures and foot-candles necessary to meet federal, state, and local safety requirements.
- c. All lighting installed shall be Certified Wildlife Lighting, approved by the Florida Fish and Wildlife Conservation Commission.
- d. All egress and non-egress lighting shall comply with the minimum light levels set forth in applicable federal, state, and local laws to protect public safety.
- e. Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.

(2) Exterior and Interior Lighting Affixed to New Structures.

- a. All lighting affixed to the exterior of new permanent structures shall be long wave length, downward directed, full cut-off, fully shielded, and mounted as close to the ground or finished floor surface as possible to achieve the required foot-candles.
 - b. Locations including but not limited to stairwells, elevators, parking garages, or courtyards shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach. Solar screens, shades or curtains shall be used to block visibility of interior lights from the beach. Solar screens shall be used on open or enclosed staircases on the seaward or shore-perpendicular side of a building or parking garage to limit visibility of lights from the sea turtle nesting habitat.
 - c. All glass windows, walls, railings, and doors on the seaward and shore-perpendicular sides of any new construction shall use tinted glass or solar screens, which must be installed outside the glass, and must have:
 - 1. A shading coefficient of .45 or less, and
 - 2. A minimum five-year warranty, and
 - 3. Adhesive as an integral part, and
 - 4. Performance claims that are supported by approved testing procedures and documentation.
 - d. Emergency lights are not subject to the above standards if on a separate circuit and activated only during power outages or other situations in which emergency lighting is necessary for public safety and required by law.
- (3) Lighting of Outdoor Areas:
- a. Lighting of parking and roadways shall consist of either:
 - 1. Ground-level downward-directed fixtures, equipped with interior dark-colored, non-reflective baffles or louvers, mounted either with a wall mount, on walls or piles, facing away from the beach, or
 - 2. Bollard-type fixtures, which do not extend more than 48 inches above the adjacent floor or deck, measured from the bottom of fixture, equipped with downward-directed louvers that completely hide the light source, and externally shielded on the side facing the beach, or

3. Pole-mounted lights, which shall be downward directed on on-reflective surfaces, mounted at the minimum light level requirement to comply with Section 34-60(b)(1)d.
 - b. Lighting of paths, walks, and routes of building access shall use low level fixtures such as step, paver, path, recessed wall, or bollard lights. Bollard lights are not to exceed 48 inches in height and other low-level fixtures are to meet the height requirements of FWC's Wildlife Lighting Guidelines. Fixtures shall be downward directed and utilize long wavelength lamps and beachside shields.
 - c. Ponds and fountains on the seaward and shore-perpendicular sides of any structures shall not produce light that is directly, indirectly, or cumulatively visible from any portion of the beach.
 - d. Underwater lighting of pools or spas shall be mounted horizontally in the wall.
- (2) ~~Pole lighting shall be shielded in such a way that light will be contained within an area of three to 73 degrees on the seaward side of the pole. Outdoor lighting shall be held to the minimum necessary for security and convenience.~~
- (3) ~~Low profile luminaires shall be used in parking lots and such lighting shall be positioned so that no light illuminates the beach.~~
- (4) ~~Dune crosswalks, if lighted, shall utilize low profile shielded luminaires.~~
- (5) ~~Lights on balconies shall be fitted with hoods so that lights will not illuminate the beach.~~
- (6) ~~Tinted or filmed glass shall be used in windows facing the ocean above the first floor or multistory structures. Shade screens can be substituted for this requirement.~~
- (7) ~~Temporary security lights at construction sites shall not be mounted more than 15 feet above the ground. Illumination from the lights shall not spread beyond the boundary of the property being developed, and in no case shall those lights illuminate the beach.~~
- (c) *Exemptions for new development.* The provisions of subsection (b) of this section shall not apply to any structure for which a building permit has been issued by the City of Deerfield Beach Building Department prior to the effective date of this article. Said structures shall be governed by the provisions of subsection (d) of this section.
- (d) *Existing development.* It is the policy of the City of Deerfield Beach that no artificial light illuminates any area of the incorporated beaches of Deerfield Beach, Florida. To meet this intent, lighting of existing structures ~~which~~ that can be seen from the beach shall be in compliance with the following upon the effective date of this article:

- (1) Lights illuminating buildings or associated grounds for decorative or recreational purposes or all lighting or sources of illumination of any kind shall be shielded or screened such that they are not visible from the beach or turned off between sunset to sunrise during the period of March 1 to October 31 of each year.
- (2) Lights illuminating dune crosswalks of any areas oceanward of the dune line shall be turned off between sunset and sunrise during the period of March 1 and October 31 of each year.
- (3) Security lighting shall be permitted throughout the night so long as low-level fixtures ~~profile luminaries~~ are used and screened in such a way that those lights do not illuminate the beach.
- (4) Window treatments in windows facing the ocean above the first floor or multistory structures are required so that interior lights do not illuminate the beach.
- (5) No light fixture or source of illumination shall be illuminated between sunset and sunrise where the light emanating from said fixture illuminates any portion of the beach.
- (6) To reduce or eliminate the negative effects of existing artificial lighting, an existing development may implement one or more of the following measures:
 - a. Reposition, modify, or remove existing lighting fixtures so that the point source of light or any reflective surface of the light fixture is no longer directly, indirectly, or cumulatively visible from the beach;
 - b. Replace fixtures having an exposed light source with fully shielded fixtures;
 - c. Replace any light source, light bulb, or lamp that is not long wavelength (e.g. incandescent, fluorescent, or high intensity lighting) with the lowest wattage long wavelength (e.g. LED or low-pressure sodium) light source or lamp available for the specific application;
 - d. All replacement fixtures shall be Certified Wildlife Lighting.
- (e) *Publicly owned lighting.* Street lights and lighting at parks and other publicly owned beach access areas shall be subject to the following:
 - (1) Whenever possible, street lights shall be located so that the bulk of their illumination will travel away from the beach. These lights shall be equipped with shades or shields that will minimize backlighting and reduce their visibility from the beach.

- (2) Lights at parks or other public beach access points shall be shielded or shaded during the period of March 1 to October 31 of each year.
- (3) Lightbulbs and or fixtures may be replaced per the standards set forth in Section 34-60(d)(6).
- (f) The owner of the property where the offending light source exists shall be responsible for compliance with this article as well as any person or entity which owns the light source or that has responsibility for the care or maintenance of the light source.

Section 3. Chapter 46 “Offenses”, Section 46-31 “Open Burning” of the City Code of Ordinances is hereby amended to read as follows

CHAPTER 46 – OFFENSES

Section 46-31. – Open Burning

- (d) *Exemptions.*

- (2) The exempt activities, uses, and devices specifically allowed under subparagraph (d)(1) are allowed only under the following conditions:
 - a. The fire is setback a minimum of ten feet from any property line;
 - b. The fire is properly contained;
 - c. The fire is not used to burn yard waste, house refuse, garbage, recyclable materials, commercial debris, or items such as wood pallets, old furniture, pressured or chemically treated wood, or any processed wood such as particle board, plywood, or other similar materials; and
 - d. There is a working source of running water within 100 feet of the fire, with a hose of at least 50 feet in length connected thereto and the party maintaining or starting the fire can demonstrate permission to use the source of running water.
 - e. Fire pits located on the seaward and shore-perpendicular sides of any structure shall be shielded with an opaque structure or partition, and positioned such that the flame is not directly, indirectly, or cumulatively visible from any portion of the beach.

Section 4. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 7. That this Ordinance shall take effect immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2022.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1047

Agenda Date: 12/7/2021

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

ORDINANCE 2021/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 "LAND DEVELOPMENT REGULATIONS," ARTICLE IV "SUPPLEMENTARY REGULATIONS," SECTION 98-3 "DEFINITIONS" OF THE CITY'S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 "DOCKING AND MOORING FACILITIES" TO AMEND THE CITY'S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance and set public for January 4, 2022

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's existing dock mooring facilities regulations are primarily set forth in Section 98-87 of the City's Land Development Code.

Current Activity

The Planning and Development Services Department is proposing changes to the regulations for docks and mooring facilities set forth in the Land Development Code. As the proposed changes are comprehensive, the current code section has been struck in its entirety, and re-written.

In particular, the new amendment includes the following:

1. New definitions within Sections 98-3 to Section 98-87;
2. Regulations specific to tidally influenced and non-tidally influenced areas of the City;
3. Greater clarity on the dimensional and setback requirements for docking and mooring facilities, including at canal dead ends;
4. Inclusion of dimensional regulations in tabular form; and
5. New tables graphically representing dock setbacks.

No changes have been made to the dimensional requirements that would make current docking and mooring structures non-compliant with the proposed code changes.

Additionally, this code amendment includes the provisions from Broward County Ordinance No. 2020-11, which establishes minimum elevations for tidal flood barriers within tidally influenced areas. The City is required as a tidally influenced municipality to adopt this amendment prior to March 31, 2022.

On November 4, 2021, the Planning and Zoning Board recommended approval of the ordinance.

It is anticipated that the proposed ordinance will be considered by the Marine Advisory Board at its next scheduled meeting on December 16, 2021, prior to second reading.

ORDINANCE NO. 2021

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AMENDING CHAPTER 98 “LAND DEVELOPMENT REGULATIONS,” ARTICLE IV “SUPPLEMENTARY REGULATIONS,” SECTION 98-3 “DEFINITIONS” OF THE CITY’S LAND DEVELOPMENT CODE TO ADD DEFINITIONS RELATED TO DOCKING AND MOORING FACILITIES; AMENDING SECTION 98-87 “DOCKING AND MOORING FACILITIES” TO AMEND THE CITY’S DOCKING AND MOORING FACILITIES REGULATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE

WHEREAS, the Broward County Board of County Commissioners adopted Ordinance No. 2020-11, which establishes minimum elevations for tidal flood barriers within tidally influenced areas (the “Broward County Ordinance”); and

WHEREAS, as a tidally influenced municipality, the City is required to adopt an ordinance amending the regulations for docks and mooring facilities by March 31, 2022, to be in compliance with the Broward County Ordinance; and

WHEREAS, staff desires to amend the City’s Land Development Code to revise the City’s existing regulations for docks and mooring facilities in a manner that is clear and efficient for the public’s understanding and consistent with the requirements in the Broward County Ordinance; and

WHEREAS, staff recommends the City Commission adopt this ordinance, amending the City’s docking and mooring facilities regulations.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are made a part of this Ordinance.

Section 2. Section 98-3 “Definitions” of Article I “Definitions and Terms,” Chapter 98 “Land Development Regulations” is hereby amended to read as follows:¹

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE I. – DEFINITIONS AND TERMS

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~striketrough~~.

Sec. 98-3. - Definitions.

~~*Boat lift/davit* means any manual, electronic, or fuel operated device, fixed to the ground, a seawall, a pier, or a dock, designed to lift watercraft clear of the water.~~

Canal means a manmade trench, the bottom of which is normally covered by water with the upper edges of its sides normally above water.

~~*Dock* means any structure and appurtenances (i.e. dock piling) thereto extending into or above any body of water, designed and used primarily for the securing of watercraft, fishing, swimming, or other water dependent activity.~~ *Dock* means a fixed structure, including but not limited to, access walkways, terminal platforms, mooring pilings, lifts, davits and other water-dependent structures, for the specific purpose of mooring and accessing vessels, except that this definition shall not be interpreted to include any floating vessel platform as defined in City Code Section 98-87.

~~*Finger pier* means a dock which is not parallel to the seawall, bulkhead line or property line and which extends into or above any body of water more than eight feet from the outer edge of a seawall, bulkhead or property line.~~

Littoral Zone or Littoral shelf means the down-sloping shelf of a marine environment or freshwater pond or lake. This is the area that stretches from the high-water mark of the shore and into the area where sunlight penetrates through to the sediments at the bottom of a waterbody.

~~*Pier* means a dock which is parallel to the seawall bulkhead line, or property line which it abuts and which does not extend into or above any body of water more than eight feet, exclusive of dock pilings, from the outer edge of a seawall, bulkhead line, or property line.~~

Pier means a fixed or floating structure used primarily for fishing or swimming and not designed or used for mooring or accessing vessels.

Retaining wall means a vertical or near vertical (often interlocking) structure placed upland of the mean high water line, ordinary high water line, or safe upland line for erosion control and where no part of the wall comes into direct contact with surface water.

Seawall means a vertical or near vertical (often interlocking) structure placed between an upland area and wetlands or a waterway or waterbody for erosion control. For the purpose of measurement of water-dependent structures, it shall mean the exposed surface or wet face of the wall structure, excluding cap and/or batter piles.

Shoreline means a tidally influenced area where land meets water. Specifically, the interface between land and water, extending seaward of mean high water to include fringing mangroves and adjacent shelf and may also include a transitional zone landward of mean high water line. Shorelines, or portions thereof, may be classified as either altered or unaltered. For the purposes of this Section, shorelines include where land meets water in nontidal waterways.

Slip means the space designed for the mooring or storage of a single watercraft, including, but not limited to, the space for a wet or dry slip, anchorage, beached or blocked watercraft, watercraft hoists, seawalls, floating platforms, davits, boat lifts, and the parking spaces associated with boat ramps and similar launching facilities. Piers authorized only for fishing or observation are not considered slips.

Vessel means every description of floating craft, whether self-propelled or non-self-propelled, used or capable of being used as a means of transportation on the water.

Yard, waterfront means a yard on lots abutting a waterfront extending across the full width of the lot or parcel and measured from the property line, mean high water line, ordinary high water line (for nontidal waterfronts), safe upland line, or ~~retaining wall wet face of the seawall,~~ whichever is closer, and the closest ~~building line~~ projection of the structure.

Section 3. Section 98-87 “Docking and Mooring Facilities” of Article IV “Supplementary Regulations,” Chapter 98 “Land Development Regulations” is hereby deleted and replaced with the following:

Chapter 98 – LAND DEVELOPMENT REGULATIONS

ARTICLE IV. – SUPPLEMENTARY REGULATIONS

Sec. 98-87. - Docking and mooring facilities.

(a) ~~Docks, piers and pilings.~~

- (1) ~~No dock, pier or piling on any canal or waterway within the city shall extend more than six feet from the wet face of the seawall with the exception of the Intracoastal Waterway. Where canals or waterways are at least 100 feet wide, such docks and piers shall not extend more than eight feet from the wet face of the seawall. Docks and piers may extend into the Intracoastal Waterway a maximum of 20 feet from the wet face of the seawall, or as permitted by the Corps of Engineers. When there is no seawall, dock and pier width shall be measured from the property line, unless same is submerged, in which case the measurement shall be from the mean high water line. In no case shall a dock, pier or piling be constructed or installed in such a manner that it would impede navigation.~~
- (2) ~~When the lot frontage along a body of water is 100 feet or less, the dock shall not extend closer than five feet to the property line of adjacent property or the distance established for the side yard setback, whichever is greater.~~
- (3) ~~When the lot frontage along a body of water exceeds 100 feet in length, a dock shall not extend closer than five feet to the property line of adjacent property.~~
- (4) ~~Except for finger piers located at a duly licensed yacht club, marina, or city park, finger piers are permitted only at canal end corner lots when construction of a dock or pier is infeasible due to lot width and required setbacks. The determination of allowable size and setbacks for canal end finger piers shall be made by the engineering department based on other standards in this section and consideration of navigational safety.~~
- (5) ~~All dock, piers, pilings, boat lifts, dolphins, and safety ladders shall be maintained in a safe condition.~~
- (6) ~~No dock or pier shall be constructed to a height greater than the height of the seawall. In the event a seawall is not constructed, a dock or pier shall be limited in height to four feet six inches above mean sea level (NGVD—1929). Any extension of a terrace or patio past the landward side of the seawall shall be considered part of the dock or pier and the height limitations continued herein shall apply to such terrace or patio extension.~~

(b) ~~Dolphins.~~ Dolphins may be installed in conjunction with docking and mooring facilities subject to the following conditions:

- (1) ~~No dolphin shall be permitted when the waterway is less than 80 feet in width.~~

- (2) ~~For waterways 80 feet in width to 100 feet in width, a minimum clear width of 50 feet of waterway channel shall be maintained, and dolphins shall be permitted and may be installed up to 15 feet from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (3) ~~For waterways greater than 100 feet in width, the maximum distance a dolphin may be installed shall be 25 feet from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (4) ~~Dolphins shall not be installed in any body of water closer than 25 feet from the extended property line. For purposes of this division, an extended property line shall mean the extension into the water of a lot line intersecting the property line along the body of water if the extension forms right angles with the property line along the water. Otherwise, the extended property line shall mean a line extending into a body of water at right angles to the property line along the body of water from the point of intersection of the plot line. When the property line along the body of water is curved, the extended property line shall mean a line extended into a body of water at right angles to the tangent of the curve at the point of intersection with the lot line.~~
 - (5) ~~Dolphins shall be constructed of preservative treated piling with a minimum butt dimension or diameter of ten inches. A dolphin shall be of sufficient length so that after being driven it will extend not less than six feet nor more than eight feet from the water level at mean high tide. All dolphins shall have a reflector band approximately six inches wide installed approximately two feet below the top of the piling.~~
- (c) *Boat lifts.* A boat lift may be permitted subject to the following conditions:-
- (1) ~~For waterways up to 100 feet in width, the boat lift in a raised position shall not extend more than 15 feet over the waterway from the property line or seawall or bulkhead, whichever is nearer to the waterway.~~
 - (2) ~~For waterways greater than 100 feet in width, the boat lift in a raised position shall not extend more than 25 feet over the waterway from the property line or seawall or bulkhead, whichever is nearer to the water.~~
 - (3) ~~When the lot frontage along a body of water is 100 feet or less, only one boat lift is permitted. The boat lift shall not extend closer than ten feet to the property line of adjacent property.~~
 - (4) ~~When the lot frontage along a body of water exceeds 100 feet in length, not more than two boat lifts shall be permitted and no boat lift shall extend closer than 25 feet to the property line of adjacent property.~~
- (d) *Docking and mooring standards.*

- (1) ~~Other than at a duly licensed yacht club, marina, city park, or docking facilities permitted by or prior to the effective date of this section, no vessel shall be anchored or moored other than parallel to the land or seawall at which said vessel is being docked or moored. When so docked, no portion of the vessel shall be located any further than 30 feet from the lot or seawall. There shall be no rafting of boats so that only one boat may be docked or moored at any given space at a lot or seawall. It is not intended that this shall prohibit vessels from docking one behind or in front of the other, each adjacent to and parallel to the seawall, but only that no two or more boats shall be rafted. "Rafting" shall mean a first vessel being docked or moored at a seawall of a dock and a second vessel being docked at the same seawall but distant from the seawall so that the first vessel is in between the second vessel and the seawall. It is immaterial whether the second vessel is tied to the first vessel or directly to the seawall or dock.~~
 - (2) ~~No watercraft shall be docked or anchored in such position that it extends beyond the side yard setback lines required for structures in the applicable zoning district.~~
 - (3) ~~No vessel shall be anchored or moored in a manner such that navigation of the waterway is impeded for any other craft.~~
 - (4) ~~No more than three vessels may be moored to any dock or docks located behind and abutting a single family residential lot at any one time.~~
- (e) ~~Other criteria.~~
- (1) ~~The commercial use of docks in residentially zoned districts within the City is prohibited. This includes, but shall not necessarily be limited to, the prohibition of boarding cruise parties or charter parties at a dock located at a residentially zoned property within the city.~~
 - (2) ~~Other than at a duly licensed marina, no individual may live on a boat moored or anchored within the city.~~
 - (3) ~~Repair and/or restoration of boats is permitted only at facilities duly licensed to perform repair and/or restoration work, except that minor emergency repairs may be performed as necessary.~~
- (a) Purpose and Intent. It is the intent and purpose of this Section to:
- (1) Provide for the adequate securing of moored vessels and to provide safe access by users for routine maintenance and use while minimizing the impact on the navigability of waterways, native marine habitat, and the use and view of the waterway by surrounding property owners;
 - (2) Provide reasonable access for vessels, seawalls, and dock maintenance;

- (3) Provide clarification on the permissible configuration of water-dependent structures based on the classification of waterfrontage;
 - (4) Provide distinction between tidally influenced areas and other water bodies within the City;
 - (5) Permit the construction of docks, dolphins, boat lifts, and shoreline infrastructure in and upon certain waterways, but not to prohibit the innovative design of such facilities, provided that the construction of any such facility does not cause a hazardous interference with navigation, inhibit riparian rights, endanger life or property, or deny the public reasonable visual access to public waterways; and
 - (6) Establish a consistent minimum elevation for tidal flood barriers that will:
 - a. Provide a standard for flood mitigation infrastructure that serves as a barrier to tidal flooding, not seepage, by accounting for water levels predicted under combined conditions of sea level rise, high tides, and high frequency storm surge through the year 2070; and
 - b. Ensure new shoreline structures and major shoreline improvements are designed for use as tidal flood barriers through application of consistent standards that account for future predicted tidal flood conditions and coastal water levels associated with sea level rise in accordance with current regional sea level rise projections, as updated and adopted by the Broward County Board of County Commissioners.
- (b) Applicability. This Section 98-87 applies to the following:
- (1) All new tidal flood barriers, substantial repair or substantial rehabilitation to shorelines and shoreline structures, and the installation of any fixed infrastructure attached to tidal flood barriers (such as mooring structures). This Section is not applicable to oceanfront beaches or shorelines seaward of the Coastal Construction Control Line;
 - (2) Real property within the City of Deerfield Beach containing, adjacent to, or abutting shorelines; and
 - (3) Real property within the City of Deerfield Beach containing or abutting waters where there is no tidal influence or navigable connection to tidally-influenced waterbodies. This shall include, but is not limited to, nontidal waterbodies such as artificially constructed lakes, ponds, or other features constructed to maintain stormwater and surface water-runoff, and similar feature designs.
- (c) Definitions. For purposes of this Section 98-87, the following terms words shall have the definition and meanings as set forth in this subsection.

Access walkway means the portion of a dock structure (typically intersecting the waterfront lot line) that connects to a terminal platform.

Bisecting line means an extension of a property line into a waterbody drawn at a 90-degree angle from a point where the property line intersects with the bulkhead. Should a property line intersect the bulkhead at a corner, this property line shall be extended along its axis to intersect the bisecting line. Other generally accepted methods, taking into consideration the configuration of the shoreline, and allowing for the equitable apportionment of riparian rights, include, but are not limited to, lines drawn perpendicular to the shoreline for regular (linear) shorelines, or lines drawn perpendicular to the centerline (thread) of the waterway, or perpendicular to the line of deep water (line of navigability or edge of navigable channel) as appropriate for irregular shorelines.

Boat lift/davit means a manual, electronic, or fuel operated device, fixed to the ground, a seawall, finger pier, or dock, designed to lift watercraft clear of the water.

Canal dead end shall mean the terminus of a waterway.

Dock, “T” or “L” means a dock with an access walkway that runs perpendicular to the shoreline and which the dock is parallel to the seawall or shoreline.

Finger pier means a dock that is not parallel to the seawall, bulkhead line or property line and that extends into or above any body of water more than eight feet from the wet face of a seawall, mean high water line, ordinary high water line (for nontidal bodies), bulkhead, or property line.

Mean high water means the average height of the high tides over a 19-year period. For shorter periods of observation, “mean high water” means the average height of the high waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of a mean 19-year value.

Mean high water line means the intersection of the tidal plane of mean high water with the shore.

Mean low water means the average height of the low waters over a 19-year period. For shorter periods of observation, “mean low water” means the average height of low waters after corrections are applied to eliminate known variations and to reduce the result to the equivalent of mean 19-year value.

Mean low water line means the intersection of the tidal plane of mean low water with the shore.

Mean sea level means the mean sea level measurement as established by North American Vertical Datum of 1988 (NAVD88).

Mooring structure means a boat dock, slip, davit, hoist, lift, floating vessel platform, mooring pile, or similar structure attached to land or to a seawall, to which a vessel can be moored.

Ordinary high water line or ordinary high water mark means the intersection of the nontidal plane of ordinary high water with the bank or shoreline.

Personal watercraft means a vessel less than 16 feet in length that uses an inboard motor powering a water jet pump as its primary source of power, and that is designed to be operated by a person sitting, standing or kneeling on, rather than the conventional manner of sitting or standing inside the vessel.

Rafting shall mean a first vessel being docked or moored at a seawall of a dock and a second vessel being docked at the same seawall but distant from the seawall so that the first vessel is in between the second vessel and the seawall.

Rip-rap means a foundation of unconsolidated boulders, stone, rubble, concrete without protruding rebar, or similar materials placed on or near a shoreline to mitigate wave impacts and prevent erosion.

Seawall cap means a concrete box structure (usually reinforced) that connects seawall panels, piles, and anchoring system (if present) together at the top.

Substantial repair or substantial rehabilitation means:

(1) Any modification to the shoreline or a shoreline structure along more than fifty percent (50%) of the length of the property's shoreline; or

(2) Any modification, alteration, or installation of an appurtenant structure (such as a mooring structure) that exceeds fifty percent (50%) of the cost of a tidal flood barrier along the property's shoreline.

Terminal platform means that part of a dock, including finger piers, that is connected to the access walkway, is located at the terminus of the facility, and is designed to secure and load or unload a vessel or conduct other water-dependent activities.

Tidal flood barrier means any structure or shoreline feature including, but not limited to, banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other infrastructure that impedes tidal waters from flowing onto adjacent property or public right-of-way, and located within or along a tidally influenced area. This definition is not meant to include rip-rap, derelict erosion control structures, or permeable earthen mounds that do not provide an impermeable water barrier to tidal flooding.

Tidally influenced area means the real property adjacent to, or affected by, a waterway with water level changes in response to the daily tide.

Water body and surface water mean a natural or artificial watercourse, pond, bay, and coastal waters extending to a landward limit.

(d) Standards and Design Criteria for Docks, Mooring Facilities, and other water-dependent structures

(1) Docking Facility General Standards

- a. All boat docking facilities and shoreline infrastructures (including but not limited to docks, seawalls, and bulkheads) are subject to, and shall comply with, all applicable city, county, state, district, and regulatory agencies laws, codes and standards. No construction of such facilities and structures shall occur within the limits of the city, unless plans and specifications have been submitted to and have obtained the required approvals from such agencies with applicable jurisdiction. Property owners shall obtain all necessary permits and approvals from other agencies that may have regulatory authority, and the property owner shall be responsible for obtaining all such necessary permits or approvals.
- b. Before a permit is issued to any person to construct such structure, the person shall certify that they either own the land abutting the water upon which the mooring structure will be constructed or produce written consent of the owner, whether a private person or a governmental agency, to construct such structure in the particular waterway.
- c. No dock, mooring structure, or water-dependent accessory structure shall be permitted on a property that does not have a principal structure with a Certificate of Occupancy.
- d. All docking facilities must meet at least one of the following conditions:
 - 1. There shall be at least four feet water depth at mean low water at the terminal end of the docking facility; or
 - 2. A docking facility that extends across a full allowable percentage of the width of any body of water may terminate in water less than four feet deep at mean low water if this water depth occurs within five horizontal feet of the terminal end of the docking facility such that the centerline of an average vessel will rest in water of adequate depth of four feet at mean low water, and continuous access to open water is available.
- e. When no seawall exists, the dock shall have a minimum height of four feet as measured from the mean low water line to the top of the dock. When a seawall exists, the minimum elevation of any dock shall be five feet NAVD88.

- f. When no seawall exists, the maximum height of any dock shall be five feet above mean high water. When a seawall exists, the dock shall not exceed the height of the seawall, unless the construction of the dock adheres to Section 98-87(d)(1)g.
- g. All docks shall be constructed separate and independent from all seawalls, except that dock decking may be attached to the top of the seawall cap where it is certified by sealed engineering documents that the structure and construction is sufficient to accommodate the additional loads of the proposed dock. In the event evidence is provided that dock decking may be constructed on top of the seawall, the dock shall not exceed six inches above the seawall cap.
- h. A maximum of one dock shall be permitted per single-family and two-family dwelling use. The dock itself does not need to be continuous and may have breaks or access points.
- i. Structures serving commercial uses, public uses, or more than three dwelling units may establish the minimum number of additional docking facilities to accommodate to the needs of the property's use, provided that the proposed structures comply with all applicable provisions of the City's land development regulations and other applicable law.
- j. Canal or water body width with respect to any structure to which the measurement applies shall be measured laterally across the water body from the proposed point of said structure placement to the opposing point, and shall be measured as follows:

 - 1. A canal or water body bounded on one side by a seawall and on one side by an unaltered shoreline shall be measured from the seawall to the property line of the unaltered shoreline or to the mean low water line, whichever is closer to the navigable channel; and,
 - 2. A canal or water body bounded by two unaltered shorelines or banks shall be measured from the property lines of the unaltered shoreline or to the mean low water line, whichever is closer to the navigable channel; and,
 - 3. A canal or water body bounded by two seawalls shall be measured from seawall to seawall.
- k. All docks shall be installed with a safety ladder that is installed from the dock surface to two feet below mean low water. For docks in excess of 50 feet in length, two ladders meeting the aforementioned specifications shall be provided.
- l. All docks, pilings and safety ladders shall be maintained in a safe condition.

- m. All docks with boat lifts, davits or similar lifting mechanisms shall provide cleats, rings, or similar features that can be used to tie down the vessel when it is out of the water in order to stabilize the vessel during high wind.
- n. The commercial use of docks in residentially zoned districts within the City is prohibited. This includes, but shall not be limited to, the prohibition of boarding cruise parties or charter parties at a dock located at a residentially zoned property within the city.
- o. Other than at a duly licensed marina, no individual may live on a boat moored or anchored within the City.
- p. Repair or restoration of boats is permitted only at duly licensed facilities located in the B-3 and I-2 zoning districts, or where such facilities exist that are legally nonconforming. In the event minor emergency repairs are required, such repairs may be performed as necessary for the shortest period of time necessary to complete the minor emergency repairs.

(2) Docking and Mooring Standards

- a. Other than at a duly licensed yacht club, marina, City park, or legally nonconforming docking facility, no vessel shall be anchored or moored in any manner other than parallel to the land or seawall at which the vessel is being docked or moored. There shall be no rafting of boats so that only one boat may be docked or moored at any given space at a lot or seawall. It is not intended that this subsection prohibit vessels from docking one behind or in front of the other, each adjacent to and parallel to the seawall. This subsection is intended to prohibit two or more boats from being rafted. Notwithstanding the provisions of this Section, personal watercrafts may be docked perpendicular to a seawall, not to exceed 16 feet in length from the seawall or more than 25 percent of the width of the canal or water body, whichever is more restrictive.
- b. In no circumstance shall the total projection of a dock, mooring structure, and vessel exceed 25 percent of the width of the water body.
- c. Watercrafts and vessels shall be docked or anchored where the furthest projection of the watercraft or vessel is a minimum of five feet from each bisecting line.
- d. Watercrafts and vessels shall be anchored or moored in such a manner that navigation of the waterway is not impeded for any other watercraft or vessel, regardless of the allowable setbacks provided in this Section.
- e. No watercrafts or vessels shall dock at, moor to, or tie up to shoreline vegetation, including but not limited to mangroves.

- (3) Docking and Mooring Facility Design Criteria and Dimensional Regulations. The tables and exhibits in this Section illustrate the regulations as provided within this Section. All new and substantially improved mooring structures shall adhere to all of the dimensional criteria established herein. In no circumstance shall a structure be constructed that does not comply with all of the requirements of this Section. If a conflict between the prescribed text, tables, and exhibits exists, the more restrictive regulations shall govern.
- a. Standards applicable to docking facilities in tidally influenced areas where seawalls exist. When a property is either located between two properties with existing bulkheads or seawalls, or is located on a waterway exhibiting greater than 75 percent lots with seawalls, and the lot is less than 150 feet from existing riprap, bulkhead, or seawall lots on either side of the adjoining shoreline, the property shall adhere to the criteria established in Table A.
 - b. Standards applicable to docking facilities on properties either located on a canal dead-end, exhibiting irregular shorelines, or containing unique bisecting lines. Properties located along tidal water bodies that meet any of the following conditions shall follow the dimensional regulations established in Table A:
 - 1. Properties containing waterfront lot lines located at canal dead-ends;
 - 2. Properties containing waterfront lot lines or abutting shorelines non-parallel to the centerline of the subject water body; or
 - 3. Properties containing waterfront lot lines or shorelines where bisecting lines may intersect with one another.
 - c. Standards applicable to docking and mooring facilities for properties within a tidally influenced area with no existing seawall and contains a mangrove fringe. Where a property does not contain, and is adjacent to a property that does not contain, an existing seawall and a mangrove fringe exists on the property, then a dock with a walkway perpendicular to the shoreline, such as a finger pier, "T," or "L" dock, shall be the recommended configuration and shall be designed in accordance with Table A of this section and adhere to the following:
 - 1. The dock and walkway shall be located so as to avoid or minimize impacts to the mangroves and native vegetation;
 - 2. The walkway connecting the dock to the shoreline shall not exceed five feet in width. One such walkway shall be allowed for every 100 feet of shoreline or waterfront length or fraction thereof (for example, 75 feet of shoreline may have one walkway and 101 feet of shoreline may have two).

3. The terminal end of the dock shall not extend into the water body more than 20% of the width of the waterway, as measured from the mean high water line or landward toe of the mangrove fringe.
 4. Reflective navigation indicators shall be located every 50 feet and on both sides of the terminal platform.
 5. The terminal platform shall be no wider than eight feet in one dimension and shall be setback a minimum of five feet from the bisecting lines. As established by this Section, properties zoned S, open space shall be exempt from this requirement.
- d. Standards applicable to docking and mooring facilities on nontidal water bodies or along waterfronts with no navigable connection or access to tidally influenced waterways. In addition to the provisions established in this Section and Table A herein, the following conditions shall apply:
1. No dock, observation deck, or similar structure shall be constructed on a waterbody considered to be stormwater treatment or retention area, unless otherwise approved by the City and all applicable county, state, district, and regulatory agencies.
 2. Docks and other water-dependent structures shall be measured from the mean high water line, safe upland line, edge of water, ordinary high water line, or waterfront property line, whichever is more waterward.
 3. Properties located on such water bodies demonstrating a minimum width of 200 feet may install a dock adhering to the provisions of Section 98-87(3)(c), provided all other applicable requirements set forth in this Section are met.
 4. Landscaping shall be installed within the littoral zone in a plan approved by the City Landscape Architect and Director of the Planning and Development Services Department.
- e. Boat lift criteria. A boat lifting device may be permitted subject to the following conditions:
1. When the lot frontage along a body of water is less than 100 feet, only one boat lift is permitted and shall be setback a minimum of ten feet from the bisecting lines.
 2. When the lot frontage along a body of water is 100 feet in length or greater, a maximum of two boat lifts shall be permitted and shall be setback a minimum of 25 feet from the bisecting lines.

3. Personal watercraft elevators and platforms with the capability of securing a maximum of three personal watercrafts shall be calculated as one boat lift and conform to this section.

Table A: Dock and Boat Lift Setbacks

<u>WATER FRONT TYPE</u>	<u>Minimum dock side setback; lot frontage less than 100 feet in width</u>	<u>Minimum dock side setback; lot frontage greater than 100 feet in width</u>	<u>Maximum dock projection into the water</u>	<u>Minimum boat lift side setback; lot frontage less than 100 feet in width</u>	<u>Minimum boat lift side setback; lot frontage greater than 100 feet in width</u>	<u>Maximum projection for docks/boat lifts/mooring structures</u>
<u>Seawall- Tidally Influenced Properties</u>						
<u>Properties fronting water bodies less than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies greater than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Shorelines along intracoastal waterway:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20 feet or as permitted by the Army Corps of Engineers</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of Intracoastal width or 30 feet whichever is more restrictive</u>
<u>Canal dead ends & properties with non-parallel waterfronts:</u>	<u>5 feet or 10% of the length of the waterfront lot line, whichever is less</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Seawall-Non Tidal Properties (Lots with no navigable access to a tidal waterway)</u>						
<u>Properties fronting water bodies with a width of less than 100 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies with a width of 101 feet to 199 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% or 25 feet whichever is more restrictive</u>
<u>Properties fronting water bodies greater than 200 feet:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% or 50 feet whichever is more restrictive</u>
<u>Unaltered Waterfronts Mangrove Fringe</u>						
<u>Properties fronting water bodies less than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Properties fronting water bodies greater than 100 feet wide:</u>	<u>5 feet</u>	<u>5 feet</u>	<u>20% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>
<u>Canal dead ends & properties with non-parallel waterfronts:</u>	<u>5 feet or 10% of the length of the waterfront lot line, whichever is less</u>	<u>5 feet</u>	<u>10% of the waterbody width</u>	<u>10 feet</u>	<u>25 feet</u>	<u>25% of canal width</u>

Maximum Dock Height: No greater than seawall - No greater than 5 feet above mean high water line when no seawall exists

Minimum Dock Height: No less than 5 ft. (NAVD88) w/seawall – No less than 4 feet above mean low water when no seawall exists

All side setbacks measured from bisecting lines.

All side setbacks shall be measured from bisecting lines.

- f. Dolphins. Dolphins may be installed in conjunction with docking and mooring facilities provided they comply with the standards established in Table B of this Section and adhere to the following conditions:

1. No dolphin shall be permitted when the waterway is less than 80 feet in width.

2. For waterways 80 feet to 100 feet in width, a minimum clear width of 50 feet of the waterway channel shall be maintained, and dolphins shall be erected a maximum of 25 feet or 25 percent into the waterway, whichever is more restrictive, and as measured from the property line, wet face of the seawall, or bulkhead, whichever is nearer to the waterway.
3. For waterways greater than 100 feet in width, the maximum distance a dolphin may be installed shall be 30 feet or 25 percent from the property line, whichever is more restrictive, and as measured from the property line, wet face of the seawall, or bulkhead, whichever is nearer to the waterway.
4. Dolphins shall be setback a minimum of 10 feet from the bisecting lines, regardless of length of water frontage.
5. Dolphins shall be constructed of preservative-treated piling with a minimum butt dimension or diameter of ten inches.
6. All dolphins shall have a reflector band approximately six inches wide installed approximately two feet below the top of the piling.

Table B:

Dolphins

<u>Width of Water Body</u>	<u>Maximum number of dolphins</u>	<u>Side yard setbacks (measured from bisecting lines)</u>	<u>Maximum projection into waterbody</u>	<u>Minimum height (from mean high water)</u>	<u>Maximum height (from mean high water)</u>
<u>Less than 80 feet</u>	<u>NOT PERMITTED</u>				
<u>80 feet - 100 feet</u>	<u>2</u>	<u>10 feet</u>	<u>25 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>
<u>101 feet - 150 feet</u>	<u>3</u>	<u>10 feet</u>	<u>30 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>
<u>151 feet and greater</u>	<u>4</u>	<u>10 feet</u>	<u>30 feet or 25 % of waterway width whichever is more restrictive</u>	<u>6 feet</u>	<u>8 feet</u>

(4) Additional Criteria; Miscellaneous Standards.

- a. Dock Lighting. Any light installed on or below a water structure shall not produce glare, shall not cause illumination in excess of 1.0 footcandles on any abutting residential property, and shall adhere to the outdoor lighting restrictions established in Section 34-60 and the following design criteria:
 1. Light fixtures shall include recessed light sources or shields;
 2. Light source shall consist of yellow bug type bulbs not exceeding 25 watts or low-pressure sodium vapor lamps;

3. Dock lighting shall consist of low-profile, low-level luminaries no higher than 48 inches off the decking such as low-mounted wall fixtures, low bollards, and dock-level fixtures, so that the light source or any reflective surface of the light fixture is not visible from the water; and
 4. The use of red or green lights, or lights that emit red or green light due to a lens or other method, is prohibited.
- b. *Tidal Flood Barriers and Minimum elevations for coastal infrastructure within tidally influenced areas.*
1. All new or substantially repaired or substantially rehabilitated banks, berms, green-grey infrastructure, seawalls, seawall caps, upland stem walls, or other similar infrastructure shall be designed and constructed to perform as tidal flood barriers. Tidal flood barriers shall have a minimum elevation of five feet NAVD88. Applications for new or substantially repaired or substantially rehabilitated tidal flood barriers submitted prior to January 1, 2035, may be permitted a minimum elevation of four feet NAVD88, if the barriers are designed and constructed to accommodate a minimum elevation of five feet NAVD88 by January 1, 2050.
 2. All property owners must maintain a tidal flood barrier in good repair. A tidal flood barrier is presumed to be in disrepair if it allows tidal waters to flow unimpeded through or over the barrier and onto adjacent property or public right-of-way. Failure to maintain a tidal flood barrier in good repair shall be an offense subject to code enforcement action and other legally available remedies. The owner of the tidal flood barrier shall demonstrate progress towards repairing a deficiency within 60 days after receiving a notice of the deficiency or code violation and shall complete repairs within 365 days after receipt of the notice. If the required repair or rehabilitation meets the substantial repair or substantial rehabilitation threshold, no later than 365 days after receipt of the notice, the property owner shall design, obtain permits, cause to be constructed, and obtain final inspection approval of seawall improvements that meet the minimum elevation and design requirements.
 3. Tidal flood barriers below a minimum five feet NAVD88 elevation shall be improved, designed, and constructed so as to prevent tidal waters from impacting adjacent property or public right-of-way. Causing, suffering, or allowing the trespass of tidal waters onto adjacent property or public right-of-way is hereby declared a public nuisance and a citable offense requiring abatement. The owner shall demonstrate progress toward addressing the deficiency within 60 days after receipt of the notice from the City and complete the construction of an approved remedy no later than 365 days after receipt of the notice from the City.

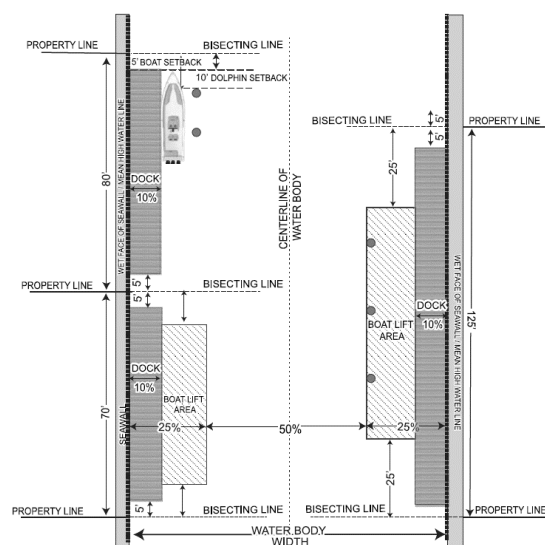
4. Tidal flood barriers shall be designed and constructed to prevent tidal waters from flowing through the barrier, while still allowing for the release of upland hydrostatic pressure.
 5. To the extent practicable, tidal flood barriers shall be designed and constructed to adjoin immediately proximate tidal flood barriers to close gaps and prevent trespass of tidal water.
 6. All tidal flood barriers undergoing substantial repair or substantial rehabilitation shall be constructed along the property's entire shoreline.
 7. All tidal flood barriers shall be constructed with natural limerock rip-rap, or other approved habitat enhancement, at the waterward face of the structure.
 8. Property owners are encouraged to consider approaches and materials that enhance the biological value of traditional (flat surface) seawalls and flood barriers with the incorporation of living shoreline features, use of hybrid green-grey materials, and the use of biological forms, where practicable.
 9. This Section shall not be construed to require the installation of a seawall where other flood protection measures serve as an equally effective tidal flood barrier.
 10. Tidal flood barriers capable of automatically being elevated in advance of high tides to prevent tidal flooding are permissible, provided that the automation does not require daily human intervention.
 11. Seawalls and other vertical tidal flood barriers shall not exceed seven feet NAVD88, or the required finished grade elevation, whichever is higher.
 12. The construction or affixing of retaining walls on top of or over seawall caps is prohibited.
 13. The width of any seawall cap shall be no less than 18 inches and no greater than 30 inches.
- c. *Rip-rap Design Criteria.* Where practical, rip-rap shall be placed at the base and waterward of solid seawalls and bulkheads, starting at one foot above mean high water and shall meet the following design criteria:
1. Rip-rap shall be constructed with a slope no steeper than 2 (horizontal): 1 (vertical).

2. There shall be no reinforcing rods or other similar protrusions in concrete rubble.
 3. All rubble or boulders are free of attached sediments such as concrete, except as may be necessary at the points of contact to secure the boulders. The filling of gaps and crevices with concrete is not permitted.
 - d. When no mangrove fringe exists, terminal platforms of any dock shall be no wider than eight feet in one dimension and not exceed a total of 160 square feet in area.
- (5) Required disclosure in contracts for sale of real estate.

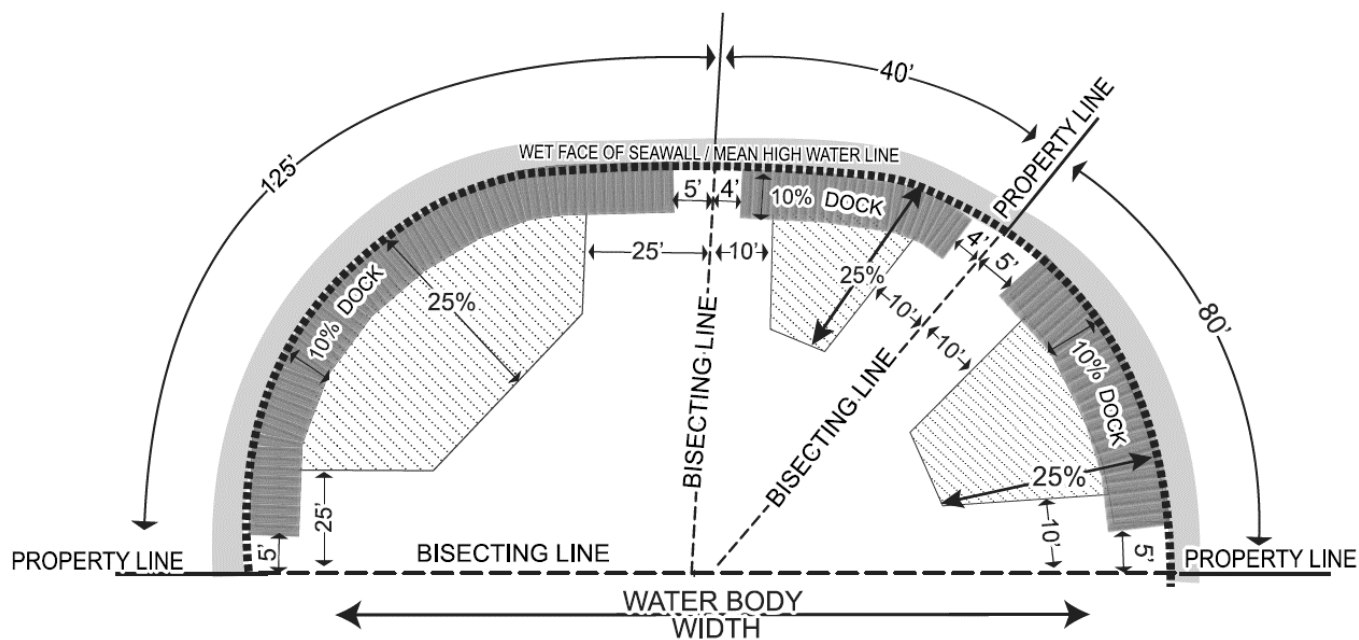
In accordance with Broward County Ordinance No. 2020-11, in any contract for the sale of real estate located in tidally influenced areas of Broward County that is executed after December 31, 2020, the seller shall include in the contract or a rider to the contract the following disclosure in not less than fourteen-point, capitalized, bold-faced type:

THIS REAL ESTATE IS LOCATED IN A TIDALLY INFLUENCED AREA. THE OWNER MAY BE REQUIRED BY COUNTY OR MUNICIPAL ORDINANCE TO MEET MINIMUM TIDAL FLOOD BARRIER ELEVATION STANDARDS DURING CONSTRUCTION OR SUBSTANTIAL REPAIR OR SUBSTANTIAL REHABILITATION OF SEAWALLS, BANKS, BERMS, AND SIMILAR INFRASTRUCTURE OR WHEN REQUIRED TO ABATE NUISANCE FLOODING.

Exhibit A: Docking Design Criteria on Water Bodies With Seawalls



Docking Design Criteria On Canal Dead Ends



Dock Design Criteria On Vegetated Unaltered Shorelines

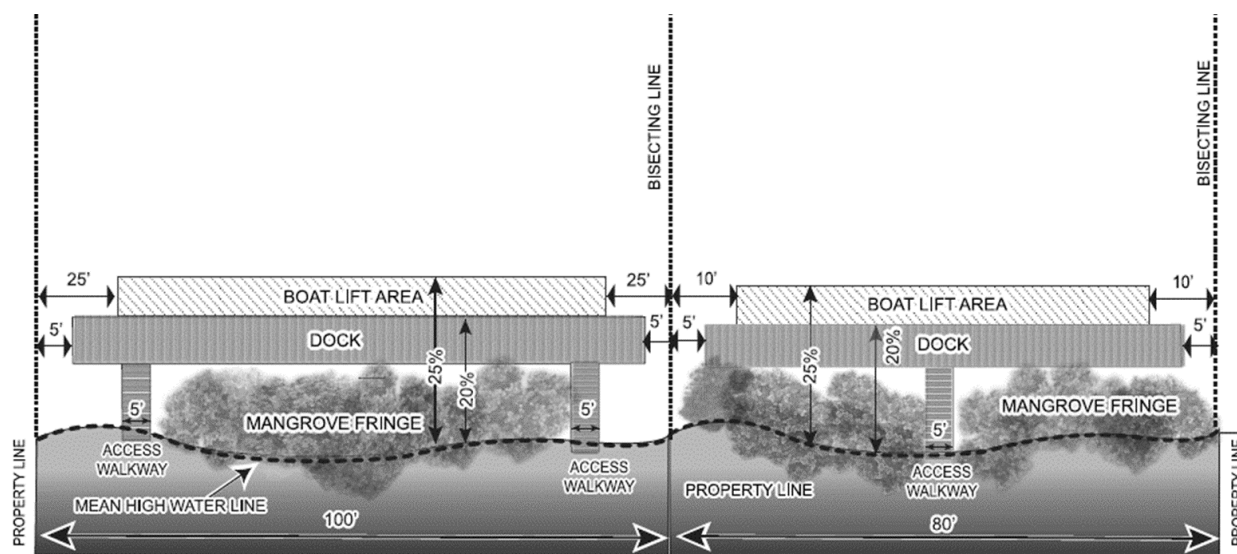
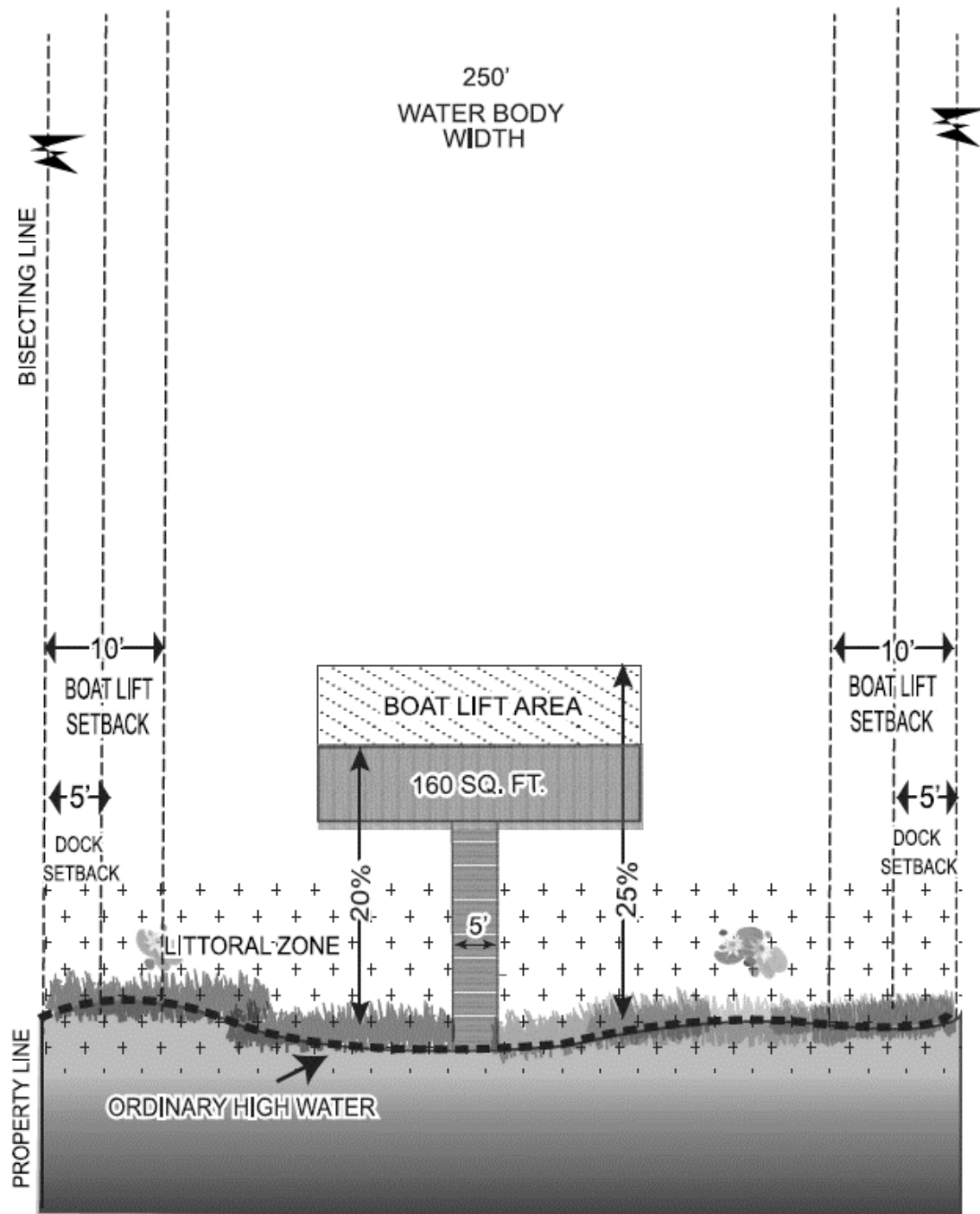


Exhibit D:

Dock Design Criteria On Nontidal Water Bodies



Section 4. It is the intention of the City Commission and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City Code of the City of Deerfield Beach, and that the sections of this Ordinance may be renumbered to accomplish such intent.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 7. That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED 1ST READING ON THIS ____ DAY OF _____, 2021.

PASSED 2ND READING ON THIS ____ DAY OF _____, 2021.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet File Number: I.D. 2021-1035

Agenda Date: 12/7/2021

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, adopting the City's 2022 State Legislative Agenda; providing for transmittal, implementation, and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City of Deerfield Beach (the "City") annually publishes a legislative agenda before the Florida Legislative session convenes. The City Legislative Agenda lists priorities and recommendations for the year, giving the public and government officials an outline of the City's legislative priorities at the state level.

The City believes in the importance of local self-government and that those officials closest to the people know their community best. The City's legislative items support Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. Home Rule is supported by an overwhelming majority of Florida residents. The ability to maintain home rule and avoid unfunded mandates is essential to the City's state legislative priorities and advocacy needs, as reflected in the City's 2022 Legislative Agenda.

Current Activity

The City's 2022 Legislative Agenda has been prepared as a tool to assist the City Commission with the guiding policy platform for the City Commission during the 2022 state legislative session, which convenes in Tallahassee on Tuesday, January 11, 2022.

Recommendation

Community Service staff recommends Commission approval of the City's 2022 State Legislative Agenda.

RESOLUTION NO. 2021/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, ADOPTING THE CITY'S 2022 STATE
LEGISLATIVE AGENDA; PROVIDING FOR TRANSMITTAL,
IMPLEMENTATION, AND AN EFFECTIVE DATE**

WHEREAS, the State of Florida Legislature will convene for their annual legislative session on January 11, 2022; and

WHEREAS, during their session, the Florida Legislature will consider and enact laws affecting the lives of all Floridians; and

WHEREAS, the City believes in the importance of local self-government and that those officials closest to the people know their community best; and

WHEREAS, the City's legislative items support home rule authority and a municipality's ability to govern itself based on the wants and needs of its residents; and

WHEREAS, the City Commission finds it to be in the best interests of the City to adopt the City's 2022 State Legislative Agenda, attached as Exhibit "A."

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:**

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby adopts the City of Deerfield Beach's 2022 State Legislative Agenda, attached as Exhibit "A."

Section 3. The City Clerk is hereby directed to distribute a certified copy of this Resolution to the Broward County Legislative Delegation.

Section 4. The appropriate City officials are hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CITY CLERK

EXHIBIT A



CITY OF DEERFIELD BEACH 2022 STATE LEGISLATIVE AGENDA



City of Deerfield Beach City Commission

Mayor Bill Ganz

Vice Mayor Ben Preston

Commissioner Michael Hudak

Commissioner Bernie Parness

Commissioner Todd Drosky



Introduction

This State Legislative Agenda will serve as the guiding policy platform for the City of Deerfield Beach Commission during the 2022 state legislative session, which convenes in Tallahassee on Tuesday, January 11, 2022.

Policy Statement

The City of Deerfield Beach believes in the importance of local self-government and that those officials closest to the people know their community best. Each of those issues support Home Rule and a municipality's ability to govern itself based on the wants and needs of its residents. Home Rule is supported by an overwhelming majority of Florida residents. The ability to maintain home rule and avoid unfunded mandates are essential to the City of Deerfield Beach state legislative priorities and advocacy needs, as outlined in this legislative agenda.

Local Project Funding Request

Alzheimer's Daycare

The City of Deerfield Beach Department of Active Aging (formerly known as Northeast Focal Point) provides a structured and comprehensive array of programs and services that improves the independence, community engagement and quality of life of adults, seniors and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Aging and Disability Resource Center of Broward County partnered to develop the Center for Active Aging. Over the last 39 years, the Center for Active Aging has expanded and now also operates and administers an Alzheimer's and Multicultural Day Care Center, and a preschool. It is the only intergenerational campus in Broward County.

Deerfield Beach Aquatics Center Renovations

The City of Deerfield Beach Aquatics Center Olympic size pool requires renovation due to deteriorating infrastructure. The City would like to replace the pool's existing water circulation system and eliminate leaks detected in the gutter system, walls and piping. The project will benefit Deerfield Beach residents and visitors, as the center is a public facility that offers a variety of recreational swimming activities seven days a week. According to the U.S. Census, the City's population is an estimated 81,000 and over 20,000 residents and visitors utilize the pool annually.

The project will be completed in coordination with the Broward County School Board who intends to contribute 50% towards the project cost. The total estimated cost for the project is \$1,425,000 of which 50% is \$712,500.

Deerfield Beach Water Treatment Plant Fiber Optic

The City of Deerfield Beach Department of Environmental Services, water plant division is seeking funding to replace and upgrade the fiber optics network at the West Water

Plant, a water supply, treatment and distribution system which provides potable water to the City of Deerfield Beach. Fiber Optics are essential to water plants communication infrastructure and supports monitoring and controlling of flow during critical water plant processes. The communication mainframe allows the plant's computers to communicate with programmable logic controller or PLC's, which controls various equipment at the plant. In July 2020, the City hired a Consultant to review, identify, trace and test all fiber optics cable at the West Water Plant. A report of the findings concluded: 60% of the fiber optics strands evaluated failed testing, fiber equipment is exposed to weather, cables are damaged, connectors are not operating at full capacity and color codes related to industry standards were not followed. Funding through the State will allow the City to replace and upgrade the fiber optics network at the West Water Plant.

Senior Transportation Program

The City of Deerfield Beach Department of Active Aging (formerly known as Northeast Focal Point) provides a structured and comprehensive array of programs and services that improves the independence, community engagement and quality of life of adults, seniors and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Aging and Disability Resource Center of Broward County partnered to develop the Center for Active Aging. Over the last 39 years, the Center for Active Aging has expanded and now operates and administers an Alzheimer's and Multicultural Day Care Center, a preschool and senior transportation service. It is the only intergenerational campus in Broward County. With the variety of programs offered at the Center for Active Aging, expanding transportation services is vital to the success of programs. Seniors frequently utilize transportation services to and from the center.

Acquisition of Beach Lots for Public Use

The City of Deerfield Beach is a coastal community that is committed to providing an array of open space and recreational opportunities for its residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000, and its public beach is a popular tourist destination to an estimated 2,700,000 visitors annually. In alignment with the aforementioned commitment, the City seeks to purchase two privately owned beach parcels which are adjacent to City owned property for public use.

Beaches are essential public coastal recreational resources and as a coastal community, the City of Deerfield Beach does not own 100% of its beach. Consequently, the City has deemed it in the public's best interest to acquire these privately owned beach parcels. The acquisition will allow for an extension of the public beach and increased accessibility for coastal recreation opportunities, benefiting residents and visitors alike.

Deerfield Beach Aquatics Parking Lot Stormwater Project

The City of Deerfield Beach would like to perform drainage improvements at the Aquatics Center parking lot located at 501 SE 6th Avenue, Deerfield Beach, FL 33441 to reduce localized flooding that impacts the center's operations and community programming. The center is open to the public and offers a variety of swimming activities to include lessons, swim meets and water aerobics. The nearby Athletic Complex also utilizes the parking

lot. Average daily attendance exceeds 300 persons daily. Since the parking lot is in a flood zone, minor rain events cause flooding which disrupts operations and utilization.

Drainage improvements at the site will benefit the Deerfield Beach community inclusive of residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000. The proposed project also aligns with the City's commitment to enhance all City facilities for users, visitors and tourists.

Railway Fencing (Continuation from Hillsboro Blvd to Sample Road)

The City of Deerfield Beach would like to install two miles of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 10th Street to Sample Road. The purpose of the project is to increase public safety by mitigating railway accidents and fatalities. The railway, which spans a total of three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on the railroad tracks and fail to utilize the designated railway crossing to cross the track. Lack of a railway barrier has created a public safety issue to which the Deerfield Beach community has expressed concerns. In fiscal year 2020, the City installed a portion of the fencing; approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street. Funding through the State will allow the City to install the remaining two miles of fencing.

Deerfield Beach Remote telemetry upgrade/replacement

The City of Deerfield Beach Department of Environmental Services, Water Plant Division uses remote telemetry units to communicate with equipment, which is off-site of the main water treatment facility. The current telemetry units are archaic and have passed their serviceable life. They have also become increasingly unreliable causing extended interruption of equipment. The City has spent countless hours of maintenance to keep equipment operational. Installing a new system ensures that the water plant can communicate with its equipment, which is important in time of emergencies and disasters such as hurricanes and floods.

State Legislation the City of Deerfield Beach SUPPORTS:

Communications Services Tax Reform Reforming the Communications Services Tax in a manner that is revenue neutral; provides for a broad and equitable tax base; provides for enhanced stability and reliability of an important revenue source for municipalities; and provides for a uniform taxing method. Reform should promote a competitively neutral tax policy that will free consumers to choose a provider based on tax-neutral considerations.

Economic Development Incentives

Legislation and policies that encourage coordination among Enterprise Florida, the Department of Economic Opportunity, other state agencies and cities to promote local economic development by providing increased funding, technical assistance and

increased collaboration between the state and cities on offering incentives that maximize economic development opportunities for retention, expansion, and attraction, and building sustainable economic resiliency.

Short-Term Rentals

Legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and a fair lodging marketplace.

Legislation clarifying that existing, grandfathered municipal short-term rental ordinances can be amended without penalty.

Transportation Funding

Legislation: • Directing the Florida Department of Transportation to establish a grant program to provide financial assistance for the installation of publicly available electric vehicle charging infrastructure on public or private property • Providing technical assistance for the development and adoption of local or regional plans for charging infrastructure and associated equipment • Identifying additional transportation revenue to support innovative infrastructure and transit projects to meet the surging transportation demands driven by dramatic growth throughout Florida.

Tree Protection

Legislation to close loopholes and create standards in current law exemptions from municipal tree ordinances that have caused litigation and abuses, including the clear-cutting of land pre-development and the removal of healthy trees that present little, if any, risk to persons or structures. Current law should be amended to apply only to developed single-family residential property, identify industry-appropriate standards for assessing tree risk and identify necessary documentation.

Local Business Tax Preservation

Legislation that preserves general revenues collected from the local business tax. These revenues are used to fund essential municipal services such as public safety, and constructing and maintaining roads and bridges, public parks and open spaces. Maintaining a diversified revenue base also strengthens the fiscal stability of municipalities and improves their respective ability to serve citizens and businesses.

Annexation

Legislation that facilitates the municipal annexation of unincorporated areas while protecting private property rights and respecting municipal boundaries.

Cybersecurity

Legislation dedicating state resources for the development and enhancement of municipal cybersecurity by providing funding for technical assistance, threat assessments, employee training, infrastructure improvements and data protection,

including the protection of exempt and confidential information such as law enforcement personnel information and security plans for government buildings and other key critical infrastructure.

Sadowski Affordable Housing Trust Fund

Legislation that requires all money from the Sadowski State and Local Housing Trust Fund to be used for Florida's affordable housing programs targeted to meet the needs of workforce housing, including low income, very low income and disabled persons, for both home ownership and rental unit availability.

Per- and Polyfluoroalkyl Substances (PFAS)

Legislative action to address growing concerns about PFAS in soil and water, including coordinating with the Environmental Protection Agency to establish science-based cleanup target levels, providing resources for testing and research, public education and risk assessment guidelines, establishing liability protection for entities that have legally used PFAS for fire suppression or have passively received PFAS, and developing cost-effective and risk-based corrective strategies for PFAS.

Smoking Regulation Preemption

Legislation that allows local government the flexibility to regulate smoke-free air policies in workplaces and public places including city-owned beaches and parks.

State Legislation the City of Deerfield Beach OPPOSES:

Short-Term Rentals

Legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

State Preemptions and Home Rule Attrition

State laws that preempt local governments ability to enact laws and ordinances or impede local governments ability to govern effectively and efficiently by providing for the wishes of their citizens.

General Revenue Legislation

Legislation that further erode the capability of local government to fulfill their financial obligations or provide necessary services to their residents.

Sovereign Immunity

Legislation efforts to increase or eliminate sovereign immunity waiver limitations in current law.

Local Ordinances

Legislation that amends standards and processes used by courts to assess the validity of municipal ordinances and impose new substantive requirements on municipalities for adopting and enforcing ordinances.

City Manager, David Santucci
Assistant City Manager, Tom Good

Appendix A

Local Project Funding Request Summaries

**Project: City of Deerfield Beach NE Focal Point Senior
Center/Alzheimer's Daycare/Senior Transportation Services**

Amount Requested: \$286,705.00

Matching Funds: No

Prior Funding: FY 2020-2021 \$195,150 and FY 2021-2022 \$250,000

Project Summary

The City of Deerfield Beach Department of Active Aging (formerly known as Northeast Focal Point) provides a structured and comprehensive array of programs and services that improves the independence, community engagement and quality of life of adults, seniors and children of northern Broward County and Deerfield Beach. In 1981, the City of Deerfield Beach and the Aging and Disability Resource Center of Broward County partnered to develop the Center for Active Aging. Over the last 40 years, the Center for Active Aging has expanded and now operates and administers an Alzheimer's and Multicultural Day Care Center, a preschool and senior transportation service. It is the only intergenerational campus in Broward County. With the variety of programs offered at the Center for Active Aging, expanding transportation services is vital to the success of programs. Seniors frequently utilize transportation services to and from the center, for medical appointments, and shopping.

Senior Transportation

Senior Transportation services provide accessibility to service providers and community resources for seniors who lack access to public transportation and/or are too incapacitated to utilize other transportation. Transportation services are intended to assure the continued mobility of older persons.

The intent of the program is to increase and continue to provide these transportation services for residents of the city who meet the criteria and require transportation services. Individuals 62 years old and older will be eligible to receive transportation services under this program. Priority is given to seniors in greatest social and economic need. The transportation services also adhere to the Americans with Disabilities Act's (ADA) guidelines and requirements.

Alzheimer's Day Care

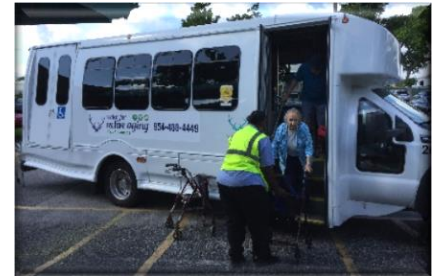
The Alzheimer's Day Care Center provides in-facility respite, caregiver training and support for individuals and groups, as well as case management services for families who are caring for a loved one with Alzheimer's disease and other forms of dementia.

Highlights

Senior Transportation

The Senior Transportation Program is available to persons 60 years and older who need transportation. Services are available Monday through Friday 7:30 am to 4:30 pm.

- In 2020, a total of 171 seniors were provided with 11,313 transportation trips to and from the Center for medical appointments, grocery shopping, social service agency appointments, prescription pickups, field trips, COVID-19 testing and vaccination sites. Transportation services provide transportation disadvantaged individuals with access to services and programs.



Alzheimer's Day Care

- In 2020, 54 Alzheimer's disease individuals and their caregivers were provided with 33,538 hours of daycare, 360 case management services and 177 hours of caregiver training and support.
- The program provides respite services for caregivers along with mentally and physically stimulating activities for individuals with Alzheimer's disease. Other services include recreational activities, health promotion and wellness, information and referral services, transportation services and nutritional programs.
- Community-based daycare programs, respite/relief services, caregiver training and support programs are the most cost-effective way to support families caring for loved ones with Alzheimer's disease and delay premature institutionalization. Alzheimer's services offer the caregivers "peace of mind" and allows them to be able to continue to contribute to society by maintaining active employment.



Project: Deerfield Beach Aquatics Center Renovations

Amount Requested: \$712,500

Matching Funds: \$712,500 (Broward County School Board Funds)

Project Summary

The City of Deerfield Beach Aquatics Center olympic size pool requires renovation due to deteriorating infrastructure. The City would like to replace the pool's existing water circulation system and eliminate leaks detected in the gutter system, walls and piping. The project will benefit Deerfield Beach residents and visitors, as the center is a public facility that offers a variety of recreational swimming activities seven days a week. According to the U.S. Census, the City's population is an estimated 81,000 and over 20,000 residents and visitors utilize the pool annually.

The project will be completed in coordination with the Broward County School Board who intends to contribute 50% towards the project cost. The total estimated cost for the project is \$1,425,000 of which 50% is \$712,500.

Background

The City of Deerfield Beach Aquatics Center was constructed in 2002 on property owned by the Broward County School Board.

In 2001, the City entered into a lease agreement with the Broward County School Board to design and construct the Aquatics Center. The term of the lease agreement is 40 years and it stipulates that the City is responsible for improvements and maintenance of the Aquatics Center and grounds. Recent inspections by the Department of Health require corrections to comply with Florida Building Code, Building Chapter, Section 454.1 and public swimming pool construction standards in Chapters 553 & 514, Florida Statutes, for the gutters, pool finish, walkways and deck. Consequently, the City is seeking funding assistance for the expedient pool repair and renovation in compliance with the lease agreement and the Department of Health requirements.

Parcel Address: 501 SE 6th Avenue, Deerfield Beach, FL 33441

Olympic size pool: 50 meters by 25-yards with a zero-depth entry;
8 Lanes at 50 meters or 10 lanes at 25 yards



Project: Deerfield Beach Water Treatment Plant, Fiber Optic replacement
Amount Requested: \$150,000.00
Matching Funds: No

Project Summary

The City is seeking funding to replace and upgrade the fiber optics network, an essential part of the communications infrastructure at the Water Plant. The existing fiber optics is outdated, in poor condition, and difficult to maintain and troubleshoot. The goal of the project is to mitigate communication failures, which puts the plant at risk for shutting down.

Water systems are considered one of the nation's critical infrastructures. Consequently, the City has prioritized this project and hired Intranet Communications Group, Inc. in July 2020 to review, identify, trace and test all the installed fiber optics cable at the water plant. ICG completed the evaluation in September 2020. A report of the findings includes, but isn't limited to, the following:

- Of the 200 strands of fiber optic cables evaluated, 60% failed testing;
- Color code standards for the industry have not been followed; and
- Fiber equipment is exposed to weather events.

Public Impact

A fiber optics network functioning at maximum capacity strengthens the City's ability to provide Deerfield Beach residents with a reliable clean supply of drinking water. According to the City's Comprehensive Plan, the West Water Plant level of service consist of 175 gallons of water per person each day not including non-residential demands.

Project: Acquisition of Beach Lots for Public Use

Amount Requested: \$540,000

Matching Funds: No

Project Summary

The City of Deerfield Beach is a coastal community that is committed to providing an array of open space and recreational opportunities for its residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000, and its public beach is a popular tourist destination to an estimated 2,700,000 visitors annually. In alignment with the aforementioned commitment, the City seeks to purchase two privately owned beach parcels which are adjacent to City owned property for public use. Refer to parcel images outlined in red attached.

Beaches are essential public coastal recreational resources and as a coastal community, the City of Deerfield Beach does not own 100% of its beach. Consequently, the City has deemed it in the public's best interest to acquire these privately owned beach parcels. The acquisition will allow for an extension of the public beach and increased accessibility for coastal recreation opportunities, benefiting residents and visitors alike.

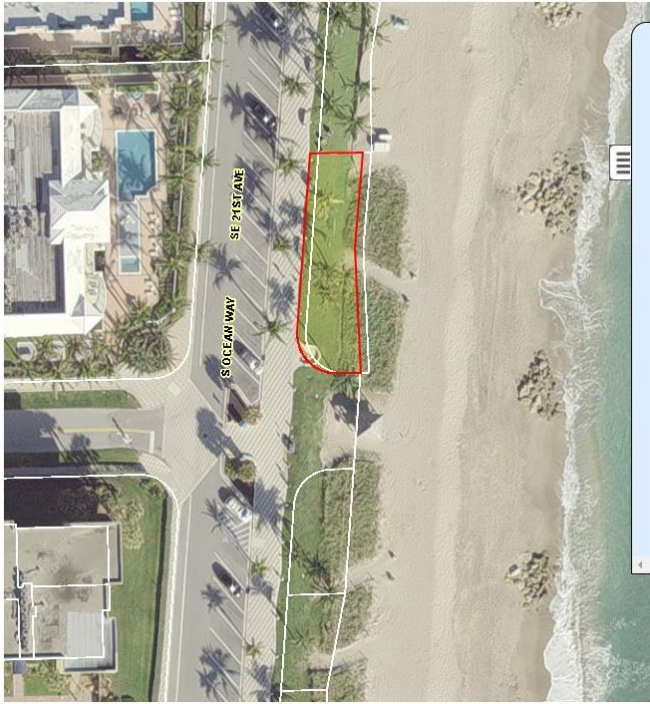
Beach Lots Acquired

Over the last 13 years, the City has acquired 8 ½ privately owned beach parcels for a total purchase amount of \$2,785,000, increasing its beach lot ownership to an estimated 90%. See acquisition breakdown outlined below.

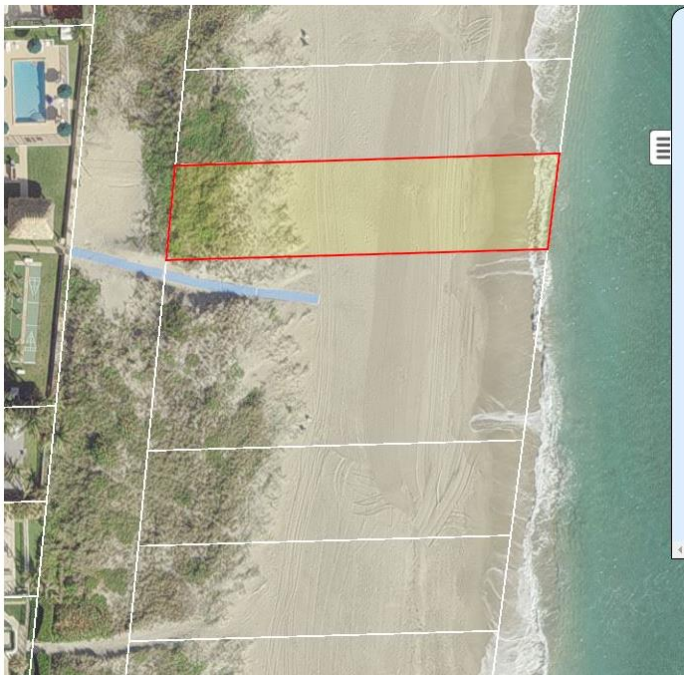
- **2008:** Acquisition of one beach lot in the amount of \$600,000
- **2016:** Acquisition of 5 ½ beach lots in the amount of \$1,700,000
- **2021:** Acquisition of two beach lots in the amount of \$485,000

Beach Lot Parcel Address: 232 SE 21st Avenue, Deerfield Beach FL, 33441

Lot Value: \$241,270



Beach Lot Parcel Address: N Ocean Drive, Deerfield Beach, FL 33441
Lot Value: \$337,890



Project: Deerfield Beach Aquatics Parking Lot Stormwater Project

Amount Requested: \$600,000

Matching Funds: No

Project Summary

The City of Deerfield Beach would like to perform drainage improvements at the Aquatics Center parking lot located at 501 SE 6th Avenue, Deerfield Beach, FL 33441 to reduce localized flooding that impacts the center's operations and community programming. The center is open to the public and offers a variety of swimming activities to include lessons, swim meets and water aerobics. The nearby Athletic Complex also utilizes the parking lot. Average daily attendance exceeds 300 persons daily. Since the parking lot is in a flood zone, minor rain events cause flooding which disrupts operations and utilization.

Drainage improvements at the site will benefit the Deerfield Beach community inclusive of residents and visitors. According to the U.S. Census, the City's population is an estimated 81,000. The proposed project also aligns with the City's commitment to enhance all City facilities for users, visitors and tourists.

Background

The City of Deerfield Beach Aquatics Center was constructed in 2002 on property owned by the Broward County School Board.

In 2001, the City entered into a lease agreement with the Broward County School Board to design and construct the Aquatics Center. The term of the lease agreement is 40 years and it stipulates that the City is responsible for improvements and maintenance of the Aquatics Center and grounds. Consequently, the City would like to perform the drainage improvements at the project site in compliance with the lease agreement.

Parcel Address: 501 SE 6th Avenue, Deerfield Beach, FL 33441



Project: Railway Fencing (SW 10th Street to Sample Road)

Amount Requested: \$1,552,982.20

Matching Funds: No

Project Summary

The City of Deerfield Beach would like to install two miles of fencing and columns along the Florida East Coast (FEC) railway on Dixie Highway from SW 10th Street to Sample Road. The purpose of the project is to increase public safety by mitigating railway accidents and fatalities. The railway, which spans a total of three miles within City limits, is ground level with no barrier and within proximity to residential neighborhoods and area schools. Pedestrians frequently walk on the railroad tracks and fail to utilize the designated railway crossing to cross the track. Lack of a railway barrier has created a public safety issue to which the Deerfield Beach community has expressed concerns. In fiscal year 2020, the City installed a portion of the fencing; approximately one mile along Dixie Highway from Hillsboro Blvd. to SW 10th Street. Funding through the State will allow the City to install the remaining two miles of fencing.

Public Impact

The project will benefit the Deerfield Beach community. The fencing will serve as a security measure/barrier to deter both children and adults from entering the tracks and facilitate proper crossing by ensuring only the area designated for crossing the tracks is utilized by pedestrians. The project aligns with the City's commitment to develop infrastructure, facilities and organizational capacity for a sustainable community.

Images of Partial Fencing Completed: Dixie Highway from Hillsboro Blvd. to SW 10th Street



Project: Deerfield Beach Department of Environmental Services, water plant division- Remote telemetry upgrade/replacement

Amount Requested: \$350,000.00

Matching Funds: No

Project Summary

The City of Deerfield Beach Department of Environmental Services, Water Plant Division uses remote telemetry units to communicate with equipment, which is off-site of the main water treatment facility. The current telemetry units are archaic and have passed their serviceable life. They have also become increasingly unreliable causing extended interruption of equipment. The City has spent countless hours of maintenance to keep equipment operational. Installing a new system ensures that the water plant can communicate with its equipment, which is important in time of emergencies and disasters such as hurricanes and floods.

Public Impact

Updating the remote telemetry system will strengthen the communication footprints the water treatment plant currently utilizes to communicate to remote sites and equipment. Funding through the State will allow the City to increase the reliability of water treatment system and the equipment controls. This project will also give operation staff direct communication with remote sites; opposed to the current status where the information cycles from one location to the next, resulting in communications with only one equipment at a time. Current practices of cycling information to equipment causes delays of important operational information and can sometimes be hazardous to equipment.